



Kenlon County School District | It's about ALL kids.

Issue Paper

DATE:

April 18, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the Vendor Assurance for Brain Pop and Brain Pop Jr., online subscription for Woodland Middle School, Hinsdale, Taylor Mill, Summit View, Ft. Wright, Caywood, River Ridge, and Ryland Heights Elementary for the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Brain Pop is an online platform that hosts over 1,000 short animated clips for students in grades K-8. Brain Pop includes content in the subjects of science, social studies, reading, math, engineering and technology, health, arts and music. The video clips and quizzes will be used to support and supplement core instruction by helping to build background knowledge and vocabulary with students.

FISCAL/BUDGETARY IMPACT:

\$30,120 (SBDM, Title, ESSER)

RECOMMENDATION:

Approve the Vendor Assurance for Brain Pop and Brain Pop Jr., online subscription for Woodland Middle School, Hinsdale, Taylor Mill, Summit View, Ft. Wright, Caywood, River Ridge, and Ryland Heights Elementary for the 2024-2025 school year.

CONTACT PERSON:

Jena Smiddy


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent’s mailbox.

BrainPOP

Exhibit A

Issued By Alicia Cooper
 Email aliciac@brainpop.com
 Phone 212.574.6035
 Quote PDF (Created 4/24/2024 Date)
 Quote Number 00097814
 Account Name Kenton County School District

Bill To Name Kenton County School District
 Bill To 1055 Eaton Drive
 Fort Wright, KY 41017
 United States

Description Discount provided for 2024:
 -10% Multi-Site

Contact Name Jena Smiddy Email jena.smiddy@kenton.kyschools.us

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Product Description	Discount (Percentage)	Sales Price	Subtotal
BrainPOP (3-8) School Subscription	1.00	School-wide access to BrainPOP for 3-8th grade classrooms. Build knowledge, strengthen essential literacy skills, and deepen learning across all academic subjects.	10.00%	USD 3,030.00	USD 2,727.00
BrainPOP Jr. (K-3) School Subscription	1.00	School-wide access to BrainPOP Jr. for K-3rd grade classrooms. Foster curiosity for learning and set a foundation for success with our unique content and effective learning tools designed for young learners.	10.00%	USD 2,520.00	USD 2,268.00
BrainPOP School Combo Subscription	1.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 4,095.00	USD 3,685.50
BrainPOP School Combo Subscription	1.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 4,095.00	USD 3,685.50
BrainPOP School Combo Subscription	2.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 4,095.00	USD 7,371.00
BrainPOP School Combo Subscription	1.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 4,095.00	USD 3,685.50
BrainPOP School Combo Subscription	1.00	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	10.00%	USD 4,095.00	USD 3,685.50

Subtotal USD 30,120.00

BrainPOP

Discount 10.00%

Grand Total USD 27,108.00

Provisions

Access Recipient	Product	Access Start Date	Access End Date	Provision Price
Woodland Middle School	BrainPOP (3-8) School Subscription	7/1/2024	6/30/2025	USD 2,727.00
R C Hinsdale Elementary School	BrainPOP Jr. (K-3) School Subscription	7/1/2024	6/30/2025	USD 2,268.00
Ft Wright Elementary School	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50
James A Caywood Elementary School	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50
Taylor Mill Elementary School	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50
Summit View K-8	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50
Ryland Heights Elementary School	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50
River Ridge Elementary School	BrainPOP School Combo Subscription	7/1/2024	6/30/2025	USD 3,685.50

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

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Last updated on June 15, 2020

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EDUCATORS: IF YOU ARE AN EDUCATOR, WHETHER IN A PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL ORGANIZATION, THEN, YOU ARE REPRESENTING AND WARRANTING TO US THAT YOU ARE AUTHORIZED TO AGREE TO THESE TERMS OF USE ON BEHALF OF YOUR ORGANIZATION AND YOUR STUDENTS.

The services are operated by BrainPOP LLC and its related companies ("we," "us"). If you have any questions concerning our Services, or the respective operator(s), you may contact us at the following address:

BrainPOP
71 W 23rd St., 17th Fl.
New York, NY 10010
Phone: 212.574.6000
Email: legal@brainpop.com

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Student Records:

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For more information about Student Records, see our [Privacy Policy](#).

Other User Content:

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively "submit") certain types of content ("User Content"). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any confidentiality with respect to any User Content you submit. You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

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You further agree not to use our Services in a manner that (i) is unlawful, fraudulent, deceptive, or impersonates any person or entity; (ii) uses technology or other means to access unauthorized content or non-public spaces or reverse engineer any functionalities of our Services; (iii) uses any type of automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces; (iv) introduces or attempts to introduce viruses or any other harmful computer code or programs that interrupt, destroy or limit the functionality of our Services or related servers and networks; (v) attempts to gain unauthorized access to our Service's users' accounts; (vi) constitutes a criminal offense or otherwise encourages criminal conduct; (vii) gives rise to civil liability; (viii) violates these Terms of Use in any manner; (ix) fails to comply with the Terms of Use applicable to Third Party Content; or (x) uses our Services for creating, sharing and sending unsolicited commercial messages.

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USER ACCOUNT

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If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

STUDENT ACCOUNTS

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

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INDEMNITY

You agree to indemnify, hold us harmless and, at our option, defend us and our affiliates, and our officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) arising from your improper use of the Services or our products or offerings, your violation of these Terms of Use, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity. We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

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You agree that the laws of the State of New York, without regard to principles of conflicts of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and us. Any dispute relating to or arising from your use of the Services shall be solely adjudicated in the Supreme Court of the State of New York or in the U.S. Federal District Court located in New York County, New York, and you consent and submit to exclusive jurisdiction and venue in such courts and agree to accept service of process by electronic mail.

Without derogating from the above, any claim that you may have in connection with these Terms of Use must first, and before taking any other legal action, be submitted to us in the form of a complaint to legal@brainpop.com to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, or if any other claim or dispute in connection with these terms arises, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights in any court of competent jurisdiction at any time.

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Please click on this link to view the previous version of our Terms of Use, in effect before June 15, 2020.

Translations

These Terms of Use are also available in Spanish, French, and Mandarin. Please note that the English version shall prevail in the case of any conflict between them.

ADDENDUM TO THE TERMS OF USE

This Addendum is entered on April 29, 2024, by and between BrainPOP LLC, with its address at 71 W 23rd Street, 17th Floor, New York, New York 10010 (the “**Company**”) and Kenton County Board of Education, with its address at 1055 Eaton Drive Fort Wright, KY 41017 (the “**District**”).

WHEREAS, the District wishes to purchase from the Company one-year subscriptions to certain BrainPOP products in accordance to the Quote attached hereto as Exhibit A (the “**Subscription**”); and

WHEREAS, the Subscription is subject to the Terms of Use and Privacy Policy posted on http://www.brainpop.com/about/terms_of_use/, as updated from time to time (“**Terms of Use**”); and

WHEREAS, the parties wish to amend certain terms of the Terms of Use only as it applies to the Subscription; and

WHEREAS, the parties wish that except as expressly set forth below, all other terms and conditions of the Terms of Use shall apply (*mutatis mutandis*), all as set forth herein below.

THEREFORE, it is mutually agreed as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Use.
2. All indemnities set forth in the Terms of Use shall be applicable only to the extent permitted by the laws of Kentucky.
3. The parties agree that any dispute relating to the terms in this Addendum shall be submitted to the exclusive jurisdiction and venue of the courts in Kenton County, Kentucky. Without derogating from the above, any claim that the District may have must first, and before taking any other legal action, be submitted to the Company in the form of a complaint (to: legal@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
4. This Addendum will form an integral part of the Terms of Use for the District during the term of the Subscription. Unless expressly changed herein, all other terms and conditions of the Terms of Use, as updated from time to time, shall not be affected, and shall remain in full force and effect.
5. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, as updated from time to time, the terms of this Addendum shall prevail for the term of the Subscription.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

[SIGNATURE PAGE FOLLOWS]

BrainPOP LLC

Kenton County Board of Education

By: Anna Friedman
[signature]

By: _____
[signature]

Name: Anna Friedman

Name: _____

Title: Senior Director, Legal

Title: _____

Date: 4/29/2024

Date: _____