



# Warren Co School District - 7 Curriculum Suite Licenses

Warren Co School District  
6820 MARKET ST  
Russell, PA 16345

Reference: 20231201121550936  
Quote published: December 1, 2023  
Quote expires: July 31, 2024

Shellie M Olsen  
Secretary to Director  
olsens@wcsdpa.org  
814-723-6900 ext. 1036

Heather Walters  
Art Teacher  
waltersh1@wcsdpa.org

## Comments from Christy Jo Marcolini

Terms: August 1, 2024- July 31, 2025

Products & Services

| Item & Description   | Quantity | Unit Price | Total                          |
|--|----------|------------|--------------------------------|
| Curriculum Suite   One Year Term<br>PRO Learning   Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. | 7        | \$1,218.00 | \$8,526.00<br>for 1 year       |
| FLEX Curriculum   Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.  |          |            |                                |
| One-time subtotal  |          |            | \$8,526.00                     |
| Curriculum Suite Bundle Discount   |          |            | (\$1,705.20)<br>20.0% discount |
| Total  |          |            | \$6,820.80                     |

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

[Click here](#) to review our contract terms and conditions. [Click here](#) to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

By signing below, I acknowledge that I have read and understood AOEU’s terms and conditions and privacy policy.

**Any questions? Please let me know!**



Christy Jo Marcolini



[christyjomarcolini@theartofeducation.edu](mailto:christyjomarcolini@theartofeducation.edu)

The Art of Education University

518 Main Street

Suite A

Osage, IA 50461

# Terms and Conditions

## 1. ACCEPTANCE OF TERMS

Welcome to the Platform of The Art of Education University (“AOEU”, “we”, or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, the “Terms of Use”), govern your access to and use of [www.theartofeducation.edu](http://www.theartofeducation.edu), including any content, functionality, and services offered on or through <https://theartofeducation.edu/> and any mobile, tablet or other application that interfaces with <https://theartofeducation.edu/> (together, the “Platform”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you begin using the Platform. By accessing, downloading, installing, or using our products and/or services, you agree to be bound by the Terms of Use, which you acknowledge that you have read and understood.

Please note that these Terms may change from time to time. We will post any changes to our Terms on the Platform and our website and, if the changes are material, we will provide a written notice to current customers within 30 days. When we update the Terms, we will note the date of its most recent revision.

Your continued access to or use of the Platform after we have posted changes to the Terms as set forth above and have otherwise complied with the applicable laws regarding changes in the notice, will indicate that you agree to be bound by such changes. If you do not agree with such changes, you have the right to cease accessing or using the Platform. When we

make changes to our policy, we will make a good faith effort to provide notice of material changes to these policies before the updates come into effect. While we reserve the right to make changes as needed without advance notice (for example, to comply with state or federal statute) we will make a good faith effort to provide advance notice of updates.

## **2. SUBSCRIPTIONS, RENEWALS, & PAYMENTS**

Each Subscription will have a dated term, subscription quantity, and product(s) purchased. Subscriptions automatically renew at the end of the dated term based on the specific subscription terms, quantity, and products purchased. Prices may increase up to 8%, (but not limited to) each year (excludes promotional credits/free months/other items not charged for). Additional products, services, subscription quantity, and dated terms may be included in the automatic renewal. Subsequent additions and renewals may be included under the initial or existing subscriptions. Automatic renewal is cancellable with written notice from client sixty (60) days prior to the end of the existing term. Payment must be received net 30 from the time of invoice. Failure to pay can result in losing access to paid services and subscriptions.

## **3. ACCESSING THE PLATFORM AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend the Platform and any service or material we provide on the Platform in our sole discretion without notice. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users, unless they purchase the applicable subscription.

Your user name and password are specific to you, and you agree to keep it confidential and not allow others to access the Platform using your login credentials. You agree to notify us immediately of any unauthorized access to or use of your user name or password, and to change your password immediately. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view, save, or record your password or other personal information.

We have the right to disable any user account if, in our opinion, you have violated any provision of the Terms of Use.

## **4. TERMINATION**

You may cease using the Platform at any time and have the ability to terminate your paid subscription at the end of the existing term with a 60-day written notice. We reserve the right to terminate your use of the Platform if the Terms are proven to be violated.

## **5. RELIANCE ON INFORMATION POSTED**

The information presented on or through the Platform is made available solely for general information. The accuracy, completeness, or usefulness of this information is not warranted. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

The perspectives shared by individual writers, course authors, and other content creators at AOEU do not necessarily represent the beliefs or official policies of the institution itself.

## **6. INTELLECTUAL PROPERTY RIGHTS**

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection and arrangement thereof), are owned solely by AOEU, its licensors, and/or other providers of such material and are protected by United States and/or international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Terms of Use permit you to use the Platform and certain of its content for your personal, non-commercial use only, unless you purchase a subscription that expressly permits use of the content in your classroom during the term of such subscription. Material on the Platform or available through your subscription is not for resale or redistribution. If you have purchased a subscription and in accordance with the terms and conditions of your subscription you are sharing, or modifying and sharing, Platform material in a public forum, you must provide attribution to AOEU by linking to [theartofeducation.edu](http://theartofeducation.edu). Upon the expiration of any subscription or purchase, and therefore your license to use AOEU materials, you must discard any content that you have obtained, shared, modified, or otherwise retained throughout the course of such subscription.

You must not:

- Modify copies of any materials from the Platform or made available pursuant to your subscription, unless for use in your own classroom. You may not claim any resources as your own, sell modified versions of any resource, or present any resources publicly as your own ideas.
- Use any illustrations, photographs, video, or audio sequences, or any graphics separately from the accompanying text, unless for use in your own classroom.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials, resources, or content from this site or found in your subscription.

No right, title, or interest in or to the Platform or any materials, resources, or content on the Platform is transferred to you, and all rights, including but not limited to intellectual property rights, not expressly granted are reserved by AOEU. Any use of the Platform or any materials, resources, or content on the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. Any infringement on the intellectual property rights of AOEU or its licensors may subject you to civil and criminal penalties.

If you post any materials, including, but not limited to, photographs, videos, images, text, graphics, or any other content on the Platform (“User Contributions”), you grant AOEU, its affiliates, licensors, and sublicensees a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works of, distribute, and display such User Contributions throughout the world in any media. You grant AOEU, its affiliates, licensors, and sublicensees the right to use the name that you submit in connection with such User Contributions, if we choose. You represent and warrant that you own or otherwise control all of the rights, including, but not limited to, intellectual property rights to the User Contributions that you post; that the User Contributions are accurate; that use of the User Contributions you supply does not violate the Terms of Use and will not cause injury to any person or entity; that the User Contributions do not and will not infringe, misappropriate, use, or disclose without authorization or violate any copyright, trademark, trade secret right, or any other intellectual property or other property right of any third party; that the User Contributions are not unlawful, fraudulent, threatening, abusive, libelous, defamatory, or obscene; and that you will

indemnify AOEU, its affiliates, licensors, and sublicensees for any and all claims resulting from any User Contributions you supply. AOEU has the right, but not the obligation, to monitor, edit, and/or remove any User Contributions. AOEU takes no responsibility and assumes no liability for any User Contributions posted by you or any third party.

## **7. TRADEMARKS**

The AOEU name, the AOEU logo, and all related names, logos, product and service names, designs, and slogans (“Trademarks”), whether registered or unregistered, are intellectual property of AOEU or its affiliates or licensors. AOEU’s Trademarks are protected by trademark laws of the United States and international treaties, as well as other domestic and international laws. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners. The Trademarks owned by AOEU or any of our affiliates or licensors may not be used unless you receive prior authorization from AOEU.

## **8. COPYRIGHT POLICY**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyrights, you may request removal of those materials (or access to them) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).



5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.
7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Jordan Decker  
Legal Counsel to AOEU  
BrownWinick Law Firm  
666 Grand Avenue, Suite 2000 Ruan Center  
Des Moines, IA 50309  
(515) 242-2400  
Jordan.decker@brownwinick.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that your User Contributions were removed or access to it was disabled by mistake or misidentification, or that you have the appropriate authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use any material that you uploaded or used, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

1. Your physical or electronic signature.
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the agent designated above with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

We reserve the right to disable and/or terminate the accounts of users who violate our Copyright Policy and take any and all other legal actions subject to our discretion.

## **9. LIMITATION ON LIABILITY**

IN NO EVENT WILL AOEU, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY PLATFORMS LINKED TO IT, ANY CONTENT ON THE PLATFORM OR SUCH OTHER PLATFORMS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR SUCH OTHER PLATFORMS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF

FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **10. INDEMNIFICATION**

To the extent permitted by law, Supplier and District will agree to mutual indemnification, which means that both parties, its affiliates, licensors, sublicensees, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Platform.

## **11. GOVERNING LAW AND JURISDICTION**

All matters relating to the Platform and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, the Platform or the Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

## **12. PRIVACY POLICY**

All information we collect on the Platform is subject to our Privacy Policy. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

## **13. HOW TO CONTACT US**

This Platform is operated by:

The Art of Education University

518 Main Street, Suite A

Osage, IA 50461.

All other feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: [info@theartofeducation.edu](mailto:info@theartofeducation.edu).

Thank you for visiting The Art of Education University.