

DATE:

04/25/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve The sales contract with WeVideo for Simon Kenton High School to purchase 150 student/staff licenses for the 2022-2023 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

This software is utilized in a variety of classes. The library science class uses this software to create how-to videos in the library. Digital Arts 1 and 2 have used this software to showcase their projects, our World History classes have used it for an annual textile industry project, in addition, our ITC uses this software to create how to videos for teachers using Schoology or other technology based tools and our Counselor uses this software to create the weekly SEL videos that are played during our SKORE period.

FISCAL/BUDGETARY IMPACT:

1308.16 – School allocation

RECOMMENDATION:

Approval to the sales contract with WeVideo for Simon Kenton High School to purchase 150 student/staff licenses for the 2022-2023 school year.

CONTACT PERSON:

Jeffrey Bonlander, Toni Moore, Craig Reinhart


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.



for Schools 3/18/2022 0:38:49

quote number: WVS1165016

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price quote/proposal

Date: 3/18/2022

Quote Expires: 12/30/2022

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

KENTON COUNTY SCHOOLS - Simon Kenton High School
1055 Eaton Dr
Fort Wright, Kentucky 41017
(859) 344-8888
Toni Moore
toni.moore@kenton.kyschools.us
Library Media Specialist

WeVideo Contact:
Andreea Negrea
Andreea@wevideo.com

Notes:
WEVideo Renewal 2022

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
150 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97 (price per user)	\$8.7210 (price per user)	12.50%	\$1,308.16
750 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
9000 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
		\$0.00	\$0.00		\$0.00
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
0	Professional Development, 60 minutes, live online, Cohort of 20	\$350			\$0
150	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$448.50
				Subtotal	\$1,308.16
Prices are stated exclusive of all taxes. Add sales tax to your purchase order, or provide note of exemption. TAX:					--
Quote is valid for terms as stated above and below					
All prices in United States Dollars (\$)					
				Total	\$1,308.16

SECTION I - term length and subscription term discount options (CHECK ONE):

- ☐ Purchase 12 months/1 year subscription for 150 users - rate of: **\$1,308.16**
- ☐ Purchase 24 months/2 year subscription for 150 users - **PREPAY \$2,223.86** and save 15% on license*
- ☐ Purchase 36 months/3 year subscription for 150 users - **PREPAY \$3,139.57** and save 20% on license*

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manager.

SECTION II - is a purchase order required to send an invoice to (CHECK ONE):

- ☒ Yes, a school/district PO is required to invoice our school or district
- ☐ No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- ☐ Professional Development, full day, on site - **\$3000**
- ☐ Professional Development, two day, on site - **\$5500**
- ☐ Professional Development, 60 minutes, live online, Cohort of 20 - **\$350 each**

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

see back



price quote/proposal page 2 of 2

school/district KENTON COUNTY SCHOOLS - Simon Kenton High School

contact Toni Moore

WeVideo contact: Andreea Negrea Andreea@wevideo.com

ar@wevideo.com

sales@wevideo.com

Fax: 408-819-9441

Quote Expires:

1975 West El Camino Real Suite 202

Mountain View, CA 94040

Ph: 650-800-3403

12/30/2022

SECTION IV - COMPLETE ALL FIELDS:**REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT****SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)**

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

Simon Kenton High School

WeVideo account admin/owner Name

(who will log-in/manage the WeVideo account)

Toni Moore

Admin/owner Email

toni.moore@kenton.kyschools.us

Job title/role

Media Specialist

Phone Number

(859) 960-0112

BILLING INFORMATION

Accounts Payable Contact

Cinda Roberts

Accounts Payable Email

Cinda.roberts@kenton.kyschools.us

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Date

Print Name

Print Title

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date

**Addendum to
the WeVideo Enterprise Terms of Service between
the Kenton County Board of Education and WeVideo, Inc.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and WeVideo, Inc. ("WeVideo") are parties to a Service Agreement composed of WeVideo's Enterprise Terms of Service, accessible at <https://www.wevideo.com/enterprise-terms-of-use>. The KCBOE and WeVideo may be individually referred to as the "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties agree to modify the terms contained in the Enterprise Terms of Service, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the WeVideo Enterprise Terms of Service.

NOW, THEREFORE, the amendments are as follows:

Section 12. Legal Terms. is amended to read, as follows:

"1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY THE STATE OF KENTUCKY LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

2. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR SOFTWARE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURT OF KENTON COUNTY, KENTUCKY, IN THE CITY OF COVINGTON, KENTUCKY, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE."

Kenton County Board of Education:

WeVideo, Inc.:

Signed: _____

Signed: Krishna Menon

Name: _____

Name: Krishna Menon

Title: _____

Title: CEO

Date: _____

Date: April 28, 2022



Enterprise Terms of Service

WeVideo Enterprise Agreement

This WeVideo Enterprise Agreement (the "Agreement") is between WeVideo, Inc., a Delaware corporation ("WeVideo") and you ("Customer" or "You") and the applicable persons authorized by you to access your Enterprise Account (each an "End User"), as applicable.

This Agreement incorporates the WeVideo Terms of Use ("Terms") (in particular the portion of the Terms entitled "Miscellaneous Legal Terms") and the WeVideo Privacy Policy ("Privacy Policy") and governs access to and use of the WeVideo for Business, WeVideo for Schools, WeVideo for Higher Ed and other WeVideo Enterprise services and any client software (the "Services" or "WeVideo for Enterprise"). To the extent this Agreement conflicts with the Terms, this Agreement controls. Please take note that in this Agreement, you are agreeing that your Administrator may be able to control account information and access to your Enterprise Account.

1. End Users.

1. Accounts. You may create a new account as part of a Enterprise account or convert an existing Free, Flex, Personal or Business Account into an Enterprise Account. Note - if you convert a personal Free Account into an Enterprise account, it will be subject to the Administrator's control and you will be required to use the Services in compliance with any employment obligations and policies imposed by the owner of the Enterprise Account.

2. Administrator Control. You may specify End Users as "Administrators" through the administrative console. You are responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the Services complies with this Agreement. WeVideo's responsibilities do not extend to the internal management or administration of the Services for you. Administrators may have the ability to access, disclose, restrict, or remove information in or from an End User's Enterprise Account. Administrators may also have the ability to monitor, restrict, or terminate access to an End User's Enterprise Account. The Administrator is also able to disassociate an End User from the Enterprise Account.

3. Age Restricted Users. Under certain circumstances, you may allow End Users under the age of 13 to use your Enterprise Account, subject to the following conditions:

1. You must control access to your Enterprise Account using the "Walled Garden" feature by checking the permission "Require exports to be approved" and unchecking the permissions "Public Gallery Page" and "Allow Public Sharing".

2. You must either be the legal parent or guardian of all End Users under 13 or you must obtain legally binding, written permission from the legal guardian or parent of such End User;

3. You shall maintain a process for allowing the legal guardian or parent of all End Users under the age of 13 to access all information that you store or maintain related to such End Users and respond to any requests to remove, modify, or update such information.

4. You agree to be solely responsible for all compliance with the Children's Online Privacy Protection Act ("COPPA") and all related rules and regulations and shall indemnify, defend, release, and hold WeVideo harmless for any actual or alleged violations or breaches of applicable law, including COPPA.

5. Customer will promptly notify WeVideo of any unauthorized use of, or access to, the Services or any alleged violation of COPPA.

4. Controller. When you own an Enterprise Account, you or your company act as a Controller of personal data, based on your or your company's privacy policies. For example, your company controls your data and WeVideo processes your data in accordance with privacy policies managed by your company.

5. Account owner data. When you or your company purchases an Enterprise Account, a special account-the Account Owner for the Administrator-is created. Every Enterprise Account has an account owner. Account owner data that we collect is used to create, bill, and maintain the Enterprise plan service ("Owner data").

6. Data policies. Users in an Enterprise Account are subject to the privacy policy set forth by the Administrator. Some Enterprise Accounts provide users with the additional ability to control some privacy settings within the WeVideo service. Under some circumstances, some data may also be subject to WeVideo's privacy policy. For example, if you have privacy settings available in the Manage account section, and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your company. If on the other hand, when you are not a student, and you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you consent to receive WeVideo marketing communications to learn about our services and how to use them in your work, we will process that marketing data according to WeVideo's Privacy Policy

2. Customer Obligations.

1. Compliance. Customer will use the Services in compliance with the Terms, this Agreement, our Privacy Policy and all applicable laws, including COPPA. Customer will obtain and maintain any consent from End Users to allow Administrators to engage in the activities described in this Agreement and to allow WeVideo to provide the Services. Customer represents, and must ensure, that its End Users are governed by this Agreement, the Terms, and the Privacy Policy.

2. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services.

3. Restricted Uses. Customer will not (i) sell, resell, or lease the Services or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. Customer, not WeVideo, is responsible for any applicable vertical or industry-specific regulation compliance.

3. Third-Party Requests.

1. "Third-Party Request" means a request from a third-party for records relating to an End User's use of the Services including information in or from an End User or Customer Enterprise Account. Third-Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2. Customer is responsible for responding to Third-Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-Party Requests and will contact WeVideo only if it cannot obtain such information despite diligent efforts.

3. WeVideo will make commercially reasonable efforts, to the extent allowed bylaw and by the terms of the Third-Party Request, to: (A) promptly notify Customer of WeVideo's receipt of a Third-Party Request; (B) comply with WeVideo's commercially reasonable requests regarding its efforts to oppose a Third-Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third-Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third-Party Request, then WeVideo may, but will not be obligated to do so.

4. Communication Setting Management.

1. Customer is responsible for maintaining all "opt-in/out" settings for communications from or via WeVideo for all of Customer's End Users. Customer will use reasonable efforts to answer any requests from End Users regarding such settings.

5. Services.

1. Provision of Services. So long as Customer has paid in full all associated fees for the subscription, Customer may access and use the Services made available by WeVideo on the initial term commencing on the execution date and remain in *effect* for the time period set forth in the Customer's subscription.

2. Facilities and Data Transfer. WeVideo will use commercially reasonable efforts to ensure that all facilities used to store and process Customer Data meet commercially reasonable security standards. By using the Services, Customer consents to transfer, processing, and storage of Customer Data. If Customer requires, in its sole discretion, specific terms for processing Customer Data which includes personal information, Customer may submit a form agreeing to the terms of the Data Processing Agreement ("DPA") available at <https://wevideo.com/dpa>, and the DPA on the Site at the time of such submission will be incorporated into this Agreement on the date of such submission or the Effective Date, whichever is later. "Customer Data" means any data and content stored or transmitted via the Services by Customer or End Users.

3. Modifications to the Services. WeVideo may update the Services from time to time. If WeVideo changes the Services in a manner that materially reduces their functionality, WeVideo will inform Customer, unless Customer has opted-out of communications of that type from WeVideo.

4. Limitations on Use of Services. WeVideo may impose reasonable limitations on bandwidth usage for the Services.

5. Customer List. WeVideo may include Customer's name in a list of WeVideo customers on the WeVideo website.

6. Contests and promotions. From time to time, Customer may use the Services to offer certain promotions or contests ("Promotions") in connection with generation of user generated content from users of our Service. In such event, Customer acknowledges and agrees that: (i) Customer shall be solely responsible and liable for the administration of such Promotion and fulfillment of all prizes in compliance with all applicable laws, rules, regulations, and statutes; (ii) Customer shall indemnify, defend, hold harmless, and release WeVideo from any and all claims by any person, party, or governmental authority arising out of or in connection with your Promotion, including any allegation that any Promotion violated any applicable law; and (iii) Customer shall publish in connection with all Promotions a complete, clear, and conspicuous set of rules.

6. Support.

1. Customer will, at its own expense, respond to questions and complaints from End Users or third-parties relating to use of the Services. Customer will use reasonable efforts to resolve support issues before escalating them to WeVideo.

7. Suspension.

1. Of End User Accounts by WeVideo. If an End User (i) violates this Agreement or the Terms; (ii) uses the Services in a manner resulting in excessive support requests; or (iii) uses the Services in a manner that WeVideo reasonably believes will cause it liability, then WeVideo may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, WeVideo may do so.

2. Security Emergencies. Notwithstanding anything in this Agreement, if there is a Security Emergency then WeVideo may automatically suspend use of the Services. WeVideo will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

8. Third-Party Services.

1. If Customer uses any third-party service with the Services, (a) the service may access or use Customer's or End User's information; (b) WeVideo will not be responsible for any act or omission of the third-party, including the third-party's use of Customer's or End User's information; and (c) WeVideo does not warrant or support any service provided by the third-party.

9. Fees & Payment.

1. Fees. Customer will (i) purchase the subscription (ii) pay the invoice within thirty (30) days after the date of the applicable invoice, and (iii) authorize WeVideo to charge using Customer's selected payment method, for all applicable fees. Fees are non-refundable except as required by law. Customer is responsible for providing complete and accurate billing and contact information to WeVideo. WeVideo may suspend or terminate the Services if fees are 30 days past due.
2. Upgrading. Customers upgrading the Service to a larger capacity level, will be billed on a pro-rated basis, from the date of upgrade, to the next renewal date of the original subscription.
3. Renewals. In the event that Customer desires to reinstate the subscription after allowing such services to lapse, the renewal term shall commence upon the expiration of the last term paid in full. For each renewal term of the subscription, Customer shall pay the current unit list price, less discount (if applicable). For any renewal term, the terms of this Agreement shall govern and all fees shall be payable within thirty (30) days after the invoice date and payable in advance of the applicable term. IF CUSTOMER'S ACCOUNT IS SET TO AUTO RENEWAL, WEVIDEO MAY AUTOMATICALLY CHARGE FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES WEVIDEO THAT CUSTOMER WANTS TO CANCEL OR DISABLE AUTO RENEWAL. WeVideo may revise Service rates by providing Customer at least 30 days notice prior to the next charge.
4. Taxes. Customer is responsible for all taxes. WeVideo will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide WeVideo with an official tax receipt or other appropriate documentation.

10. Term & Termination.

1. Term. This Agreement will remain in *effect* until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.
2. Termination for Breach. Either WeVideo or Customer may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
3. Termination at Will. Customer may terminate Auto-Renewal Agreement at any time by disabling Customer's Services account via the Services administrative console. Termed multi-year Agreements cannot be terminated.
4. End User Termination. End Users may stop using the Services at any time. If an End User's Enterprise Account is converted into a personal Free Account, this Agreement will terminate for that account with respect to the End User except that the portions of the Terms that protect WeVideo's rights will continue to apply.
5. Effects of Termination. If this Agreement terminates: (i) the rights granted by WeVideo to Customer will cease immediately (except as set forth in this section); (ii) the rights granted by WeVideo to End User will cease immediately; (iii) WeVideo may provide Customer access to its account at then-current rates so that Customer may export its information; and (iv) after a commercially reasonable period of time, WeVideo may delete any data relating to Customer's account. All sections of this Agreement that favor WeVideo shall survive.

11. Indemnification.

1. By Customer. In addition to any of your indemnification obligations under our Terms, you will indemnify, defend, and hold harmless WeVideo from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement, our Terms, or any applicable law; or (iii) use of the Services by Customer's End Users.

12. Legal Terms.

1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

WeVideo INC.

Vendor Name

1975 West El Camino Real - Suite 202, Mountain View, CA 94040

Vendor Address

650-800-3403

Vendor Telephone

education@wevideo.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Loredana Pribac

Print Name

4/26/2022

Date