



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

## Issue Paper

**DATE:**

05/23/2022

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve The sales contract with Quizizz Inc. for a site license for Simon Kenton High school to provide the Quizizz website access to all students and all teachers .

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Quizizz is a learning platform built to compliment Schoology thru integration, and provides opportunities for 100% student engagement thru live and asynchronous gamified quizzes, class polls, interactive lessons, and study tools. This software has been utilized by multiple departments within the school using their free program as well as used their paid upgrade by our world language department. This will be useful for all departments within SK.

**FISCAL/BUDGETARY IMPACT:**

\$6800 – School allocation

**RECOMMENDATION:**

Approval to purchase the site license of Quizizz for the Simon Kenton High School to provide Quizizz website access to all students and all teachers as well as integration with Schoology.

**CONTACT PERSON:**

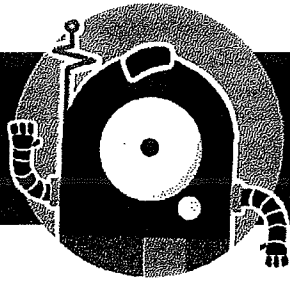
Jeffrey Bonlander, Craig Reinhart

  
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.



**QUIZZZ**  
www.quizizz.com

## Quizizz Site Quote

Prepared for SIMON KENTON HIGH SCHOOL  
11132 Madison Pk, Independence KY, 41051

### Description of services:

Quizizz is a learning platform built to help teachers achieve 100% student engagement with live and asynchronous gamified quizzes, class polls, interactive lessons, study tools, and more.

This quote includes unlimited platform access by teachers, students, parents, and administrators during the duration of your license.

Number of students supported: 1600

### Plan Length Options

Description	Price per Student	Total Price
Single year plan (12 months)	\$4.25	\$6,800
Two year plan (24 months)	\$4.35	\$12,960
Three year plan (36 months)	\$4.00	\$18,000

### Next Steps

1. Please review this quote and confirm your plan length and any adjustments that need to be made.
2. When you're ready to move forward, just let us know and we'll finalize an order form.

**Addendum to  
the Quizizz Inc. Terms and Conditions of Use between  
the Kenton County Board of Education and Quizizz, Inc.**

**WHEREAS**, the Kenton County Board of Education ("KCBOE"), and Quizizz, Inc. ("Quizizz") are parties to a Service Agreement composed of Quizizz's Terms and Conditions of Use, accessible at <https://quizizz.com/tos>. The KCBOE and Quizizz 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 Terms and Conditions of Use, pursuant to the terms and conditions of this Addendum.

**WHEREAS**, all additions made herein shall be valid as if part of the Quizizz's Terms and Conditions of Service.

**NOW, THEREFORE**, the amendments are as follows:

**Section 2. Your Quizizz Account and Data:** is amended to read, as follows:

If you create an account on the Service, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must immediately notify Quizizz of any unauthorized uses of your data, your account or any other breaches of security. Quizizz will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. Quizizz may from time to time set storage limits for your data, or take any other measures Quizizz considers appropriate to manage the Service. Quizizz may also from time to time change its policies on offering commercial content or displaying advertising, and it may do this without notice. Termination for Convenience. Either party may terminate this agreement for convenience with at least sixty (60) days prior written notice, effective only at the end of the then-current annual subscription term.

**Section 17. Miscellaneous:** is amended to read, as follows:

"These Terms and Conditions constitute the entire agreement between Quizizz and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Quizizz, or by the posting by Quizizz of a revised version. Except to the extent applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of the Service will be governed by the laws of Commonwealth of Kentucky, USA.. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. 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, in the Commonwealth of Kentucky, and both parties consent to venue and personal jurisdiction there. You may assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; Quizizz may assign its rights under these Terms and Conditions without condition.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns."

**Kenton County Board of Education:**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Quizizz, Inc.:**

Signed: Sunil Jain

Name: Sunil Jain

Title: Finance Controller

Date: 05/19/2022

# Terms and Conditions of Use

Updated: March 26, 2020

The Quizizz website ("Service") is a hosted service operated by Quizizz Inc. (referred to as "Quizizz"). Any use of the Service is subject to the following Terms and Conditions of Use ("Terms and Conditions"), as well as to [Quizizz's Privacy Policy](#), all of which are incorporated by reference into these Terms and Conditions. Your use of the Service will constitute your acceptance of these terms and conditions.

- 1. Eligibility:** Use of the Service is void where prohibited. The Service is for users of all ages. For children younger than 13, Quizizz offers a limited feature set and does not require Quizizz to obtain parental consent. We designed our system to permit children to use Quizizz without Quizizz collecting personally identifiable information other than persistent identifiers that recognize the Quizizz user as a repeat visitor. By using the Service, you represent and warrant that: (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and, (c) your use of the Service does not violate any applicable law or regulation.
- 2. Your Quizizz Account and Data:** If you create an account on the Service, you are responsible for maintaining the security of your account and data, and you are fully responsible for all activities that occur under the account. You must immediately notify Quizizz of any unauthorized uses of your data, your account or any other breaches of security. Quizizz will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. Quizizz may from time to time set storage limits for your data, or take any other measures Quizizz considers appropriate to manage the Service. Quizizz may also from time to time change its policies on offering commercial content or displaying advertising, and it may do this without notice.
- 3. Prohibited Content and Activities, and Responsibility of Contributors:** If you create quizzes, comment via the discussion boxes, post material to the Service, post links on the Service, or otherwise make material available by means of the Service (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, computer software or any other format in which Quizizz stores data. You are also entirely responsible for ensuring that you are lawfully entitled to use any information and content. Quizizz does not assume any responsibility for damage caused by your acts, errors, omissions or negligence with respect to the content you post to Quizizz.
- 4. The Quizizz Service is intended to be educational.** The following are examples of the kind of Content that is illegal or prohibited to post on or through the Service. Quizizz reserves the right to suspend or terminate your ability to access Quizizz if you post illegal or prohibited content on Quizizz. Quizizz further may investigate and take appropriate legal action against anyone who, in Quizizz's sole discretion, violates this provision, including without limitation, removing the offending Content from the Service and terminating the accounts of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Quizizz:

- is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any class or individual;
- harasses or advocates harassment of another person;
- exploits or encourages the exploitation of people in a sexual or violent manner;
- contains anything sexually suggestive, nudity not related to the study of art, medicine or another bonafide educational field, portrays or glorifies excessive violence without educational merit, or constitutes offensive subject matter;
- solicits personal information from anyone under 18;
- publicly posts information that poses or creates a privacy or security risk to any person;
- includes information about another person that you have posted without that person's consent;
- violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person;
- constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
- involves commercial activities and/or sales without prior written consent from Quizizz such as contests, sweepstakes, barter, advertising, or pyramid schemes.

5. The following are examples of the kind of activity that is illegal or prohibited on the Service. Quizizz reserves the right to investigate and take appropriate legal action against anyone who, in Quizizz's sole discretion, violates this provision, including without limitation, reporting you to law enforcement or national security authorities. Prohibited activity includes, but is not limited to:

- criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Service;
- organizing or encouraging acts of violence;
- impersonating or attempting to impersonate another user, person or entity;
- using the account, username, or password of another user at any time or disclosing your password to any third party or permitting any third party to access your account;
- using any information obtained from the Service in order to harass, abuse, or harm another person or entity, or attempting to do the same;
- activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

- any automated use of the system, such as, but not limited to, using scripts to create or post Content;
  - interfering with, disrupting, or creating an undue burden on the Service or the networks or services connected to the Service;
  - displaying an unauthorized commercial advertisement on the Service, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Service on behalf of that person;
  - using the Service in a manner inconsistent with any and all applicable laws and regulations; or
  - reproduces, duplicates, copies, sells, trades, resells, or exploits for any commercial purposes, any portion or use of, or access to, the Content and/or services offered throughout this Service (unless you have been specifically allowed to do so in a separate agreement).
6. By making Content available, you represent and warrant that:
- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
  - if your employer has rights to intellectual property you create, you have either: (i) received permission from your employer to post or make available the Content, including but not limited to any software; or (ii) secured from your employer a waiver as to all rights in or to the Content;
  - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
  - content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
  - content is not spam, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
  - content is not obscene or libelous, and does not violate the privacy or publicity rights of any third party; and
  - have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Quizizz or otherwise.
7. Users that are not customers of the Quizizz for Work professional plans and submit content to Quizizz for inclusion on the Service (by publishing a quiz for example) grant Quizizz a world-wide, perpetual, royalty-free license (with right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute such Content in any and all media or distribution methods (now or later developed). Such additional uses by Quizizz, or other companies or individuals who partner with Quizizz, may be made with no compensation paid to you with respect to the Content that you submit, post, or otherwise make available through the Service.
8. Customers who have purchased a Quizizz for Work professional plan and the users of those paid accounts who access Quizizz due to a paid, Quizizz for Work professional plan are not

deemed to have granted Quizizz any such license. All other terms of this Agreement apply to those customers and their users unless explicitly stated otherwise.

9. **Responsibility of Service Visitors:** Quizizz has not reviewed, and cannot review, all of the material posted to the Service, and cannot therefore be responsible for that material's content, use or effects. By operating the Service, Quizizz does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Service may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Service may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Quizizz disclaims any responsibility for any harm resulting from the use by visitors of the Service, or from any downloading by those visitors of content there posted.
10. **Content Posted on Other Websites:** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which Quizizz links, and that link to Quizizz. Quizizz does not have any control over those non-Quizizz websites and webpages, and is not responsible for their contents or their use. By linking to a non-Quizizz website or webpage, Quizizz does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive Content. Quizizz disclaims any responsibility for any harm resulting from your use of non-Quizizz websites and webpages.
11. **Copyright Infringement and DMCA Policy:** As Quizizz asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by Quizizz violates your copyright, you are encouraged to notify Quizizz by email at [dmca@quizizz.com](mailto:dmca@quizizz.com). Quizizz will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Quizizz or others, Quizizz may, in its discretion, terminate or deny access to and use of the Service. In the case of such termination, Quizizz will have no obligation to provide a refund of any amounts previously paid to Quizizz.
12. **Trademarks:** Quizizz, Quizizz.com, the Quizizz.com logo, and all other trademarks, service marks, graphics and logos used in connection with Quizizz, or the Service are trademarks or registered trademarks of Quizizz or Quizizz's licensors. Other trademarks, service marks, graphics and logos used in connection with the Service may be the trademarks of other third parties. Your use of the Service grants you no right or license to reproduce or otherwise use any Quizizz or third-party trademarks.
13. **Changes:** The Service, including without limitation all content there available and these Terms and Conditions, may be changed at the sole discretion of Quizizz and without notice. You are bound by any such updates or changes, including but not limited to those affecting these Terms and Conditions, and so should periodically review these Terms and Conditions.
14. **Limitation of warranties of Quizizz, its suppliers and its licensors:** Except as otherwise expressly stated, all content posted to or available from the Service is provided "as is", and Quizizz, its suppliers and its licensors make no representations or warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular



purpose, title or non-infringement of proprietary rights. You understand and agree that you download from, or otherwise obtain content or services through, the Service at your own discretion and risk, and that Quizizz, its suppliers and its licensors will have no liability or responsibility for any damage to your computer system or data that results from the download or use of such content or services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above may not apply to you.

15. **Limitation of liability of Quizizz, its suppliers and its licensors:** Except as otherwise expressly stated, in no event will Quizizz, its suppliers or its licensors be liable to you or any other party for any direct, indirect, special, consequential or exemplary damages, regardless of the basis or nature of the claim, resulting from any use of the Service, or the contents thereof or of any hyperlinked website including without limitation any lost profits, business interruption, loss of data or otherwise, even if Quizizz, its suppliers or its licensors were expressly advised of the possibility of such damages. In no event will the aggregate liability for any and all of your claims against Quizizz, its suppliers and its licensors arising out of or related to use of the Service, or the contents thereof or of any hyperlinked website exceed the amounts actually paid by you to Quizizz during the 12-month period prior to the date a claim is made. Some jurisdictions may not allow the exclusion or limitation of liability for certain incidental or consequential damages, so some of the above limitations may not apply to you. The parties agree that this Section 10 represents a reasonable allocation of risk.
16. **General Representation and Warranty:** You represent and warrant that your use of the Service will be in accordance with Quizizz's Privacy Policy, with these Terms and Conditions, with any applicable laws and regulations, including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, and with any other applicable policy or terms and conditions.
17. **Miscellaneous:** These Terms and Conditions constitute the entire agreement between Quizizz and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Quizizz, or by the posting by Quizizz of a revised version. Except to the extent applicable law, if any, provides otherwise, these Terms and Conditions, any access to or use of the Service will be governed by the laws of the state of Delaware, U.S.A. If any part of these Terms and Conditions is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of these Terms and Conditions or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under these Terms and Conditions to any party that consents to, and agrees to be bound by, its terms; Quizizz may assign its rights under these Terms and Conditions without condition. These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

# School and District Plan Standard Terms



Shamil

♦ Updated 8 months ago

Unless otherwise specified in a prevailing agreement, the following terms apply to customers of Quizizz School and District plans.

## **Agreement and Authority**

The Quizizz Terms of Service and any additional mutually agreed upon exhibits or agreements form an Agreement between the customer and Quizizz Inc.

The individual accepting a quote and/or issuing a purchase order or equivalent warrants that they have the authority to execute this Agreement on behalf of the relevant school, district or other organization.

## **Invoices and Payment**

After finalizing the terms of this Agreement, Quizizz will issue an invoice for the relevant period, payable within 30 days of the invoice date.

The method of payment shall be confirmed with a Quizizz representative. Prices are in U.S. dollars.

## **Sales tax exempt**

Your organization is exempt from state sales tax.

## **Renewals**

Unless otherwise specified, Quizizz will send a renewal invoice 1 month prior to the license expiration for the following 12 months with a cap on fee increases of no more than 10% per year. If you do not wish to renew your license, please provide 60 days notice to Quizizz.

•

## Bonlander, Jeffrey

---

**From:** Musa Parveez <musaveer@quizizz.com>  
**Sent:** Monday, May 23, 2022 3:37 PM  
**To:** Bonlander, Jeffrey  
**Subject:** Re: Your Quizizz Request for Simon Kenton High School  
**Attachments:** Addendum Quizizz Terms of Service.pdf; [Updated]KCBOE Vendor Assurance.pdf

---

### External Message

---

Hello Jeffrey,

Hope you had a great weekend. Please find the attached document as requested with minor changes. The KCBOE Vendor Assurance form has been modified on both pages 1 and 2 to amend the phrase "immediately and within twenty-four (24) hours" to "within seventy-two hours".

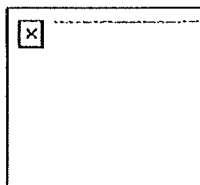
Let me know if you have any questions. Meanwhile, Can I send you the Order Form? It needs an E-sign, would you be the person signing it? If yes, please keep an eye out for an authentication code that you will receive separately via email to complete the Form.

Also out of the quotes that I shared with you, which one are you leaning towards?

Once I receive the OF back, we will begin the Onboarding process. The PO can be sent to us later when you have it ready, that is not an issue at all.

Let me know if you have any questions.

Very Respectfully,



**Musaveer Parveez**

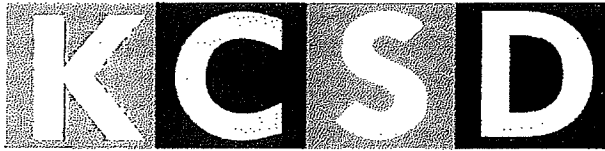
School and District Team

+1 (615) 434-8371

[Schedule a meeting](#)



On Wed, May 18, 2022 at 8:06 PM Bonlander, Jeffrey <[Jeffrey.Bonlander@kenton.kyschools.us](mailto:Jeffrey.Bonlander@kenton.kyschools.us)> wrote:



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](http://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 seventy-two (72) 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 seventy-two (72) 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.

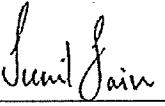
In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Quizizz Inc.  
Vendor Name

3110 Main Street, Building C Santa Monica, California, 90405  
Vendor Address

(818)-253-1531  
Vendor Telephone

vendor.forms@quizizz.com  
Vendor Email Address

  
Signature by Vendor's Authorized Representative

Sunil Jain  
Print Name

21st May 2022  
Date