

Issue Paper

DATE:

May 23, 2022

AGENDA ITEM (ACTION ITEM):

Approve the software license agreement between Studies Weekly and River Ridge to purchase a supplemental, standards-aligned science and social studies literature resource for K-5 instruction.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Studies Weekly is a standards-aligned literature resource designed to provide students and teachers with print material that supports the science and social studies curriculum. Studies Weekly publications are organized thematically to the strands of civics and government, geography, economics, and history, and are fully aligned with the NGSS. Studies Weekly provides both hands-on and online access to all publications. Students in grades K-5 will have access to the publication and effectiveness will be measured through weekly formative assessments and overall student progress with the science and social studies standards.

FISCAL/BUDGETARY IMPACT:

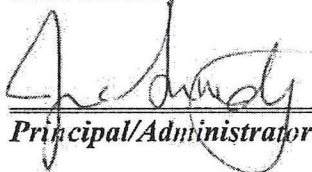
\$5829

RECOMMENDATION:

Approval of the software license agreement between Studies Weekly and River Ridge to purchase a supplemental, standards-aligned science and social studies literature resource for K-5 instruction.

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.



Quote # 57253

Quote Created For

SHANNON STAHL
RIVER RIDGE ELEMENTARY SCHOOL
2772 AMSTERDAM RD
VILLA HILLS, KY 41017
shannon.stahl@kentonschools.us
(859)341-5260

Regional Manager

Sheldon Savage
sheldon.savage@studiesweekly.com
801-472-6282

Account Manager

Raquel Rodriguez
raquel.rodriguez@studiesweekly.com
(801) 473-8177

1140 N 1430 W Orem, UT 84057
Phone: 866-311-8734 | Fax: 866-531-5589
Email: orders@studiesweekly.com

Quote information

Quote Date: March 14, 2022
Quote Term: 1 yr subscription
Expiration: 07/31/2022
School Year: 2022-2023
Promo: 10% off 2nd Subject
Referral: Sales Rep

Grade	SKU	Title	Class	Unit Price	Qty	Cost
1	SWSN1	Science Studies Weekly - First Grade	8	\$8.15	192	\$1,564.80
2	SW2	Connecting Communities Studies Weekly - Expansive Horizons	7	\$8.15	168	\$1,369.20
2	SWSN2	Science Studies Weekly - Second Grade	7	\$7.34	168	\$1,233.12
3	SW3	Our Community Studies Weekly - People and Places	6	\$8.15	144	\$1,173.60
5	SW5	Our Nation Studies Weekly - American Foundations	3	\$8.15	60	\$489.00

Sub Total: \$5,829.72
Tax: \$0.00
Shipping: \$0.00
Total: \$5,829.72

Customer Note:

This quote expires July 31, 2022.

Thank you for your interest in Studies Weekly. If you are ready to purchase, please provide the information below and submit your order:

Order Information

Billing Contact, if different than listed above (Name, Phone, Email)

PO #

Shipping Information is REQUIRED to process your order

Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.
Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid August.

Shipping Contact (Name, Phone, Email)

Shipping Address, if different from listed above

When are you **NOT** available to receive the materials?

☐ No shipping restriction

May 02, 2022 through July 11, 2022

Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

☐ Partial Ship

☐ Whole Ship

X

Authorized Signature

Date

By signing this you are agreeing to follow our legal terms found here <https://www.studiesweekly.com/legal/>

Due to paper shortages and other ongoing supply chain issues, delivery may take longer than usual. However, you will have online access to your curriculum as soon as your order is processed.
**You can roster students through Studies Weekly's Secure File Transfer Protocol (SFTP). To qualify for third-party integration, your order must average \$1,000 per school, each year.




ADDENDUM TO Studies Weekly, Inc. TERMS AND CONDITIONS OF SALE
FOR River Ridge Academy/Kenton County School District

IN CONSIDERATION of the mutual promises by Studies Weekly, Inc. and River Ridge Academy in this Addendum, Studies Weekly, Inc. and River Ridge Academy agree to the following changes to Studies Weekly's Terms and Conditions of Sale ("TCOS"), as follows:

1. (Arbitration) is hereby amended by replacing Orem, UT USA with Independence, Kentucky, USA.
2. (Governing Law) is hereby amended by replacing Utah with Kentucky.
3. All remaining terms of the TCOS remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the same meaning as ascribed to them in the Terms and Conditions of Sale (TCOS).

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

Studies Weekly, Inc.

By 
Its: Chief Operations Officer
Date: 5/11/22

River Ridge Academy

By _____
Its: _____
Date: _____

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Studies Weekly Data

Data and Online Usage Policies

Studies Weekly Online User Policy

Each educator must have their own Studies Weekly Online (SWO) account and ensure that usernames and passwords are not shared. Each Teacher Account is valid for one classroom only (or one homeschool family). You may not resell, distribute, or otherwise share logins or printed materials. You must always have an active subscription to use downloaded, copyrighted materials.

Each educator must ensure that students, families, and classrooms do not share accounts. Every student assigned to a teacher must have their own student account and username. Sharing of student accounts or usernames or failure to follow this agreement, may result in immediate termination of your rights to use the resources or access the account.

Registration



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How do we protect your information?

We use a secure server. All sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. To keep the information confidential, this information is only accessible by those authorized with special access rights to such systems. We do not store private information (credit cards, social security numbers, financials, etc.) after a transaction.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to a computer's hard drive through your web browser to recognize the browser, capture, and remember certain information.

We use cookies to help us process the items in the shopping cart, understand and save user preferences for future visits, and compile aggregate data about site traffic and interaction to improve site experiences and tools. We may contract with third-party service providers to assist in understanding site visitors. These service providers may only use the information collected to help us conduct and improve our business. No identifiable information is shared with third party service providers.

Do we disclose any information to outside parties?

We do not sell, trade, or transfer your personally identifiable information to outside parties except when sharing necessary information to trusted third parties to assist us in conducting business and that agree to keep this information confidential. We may also release information when such release is appropriate to comply with the law, enforce site policies, or protect ours or others rights, property, or safety.



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third party sites may have separate and independent privacy policies. We have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback.

What data information do we collect?

We only have access to and collect information that you voluntarily provide. We do not sell or share this information. Data provided by you or your organization (either through automated rostering or by interaction with user accounts) is and shall remain the property of the provider.

All data released is in compliance with the Family Education Rights and Privacy Act (FERPA) and Studies Weekly policies as set forth in this document, as set forth in this document, for managing student education records and other confidential information.

Partnering organizations grant Studies Weekly license to use such data for:

- Communication
- Shipping
- Creating accounts
- Identifying user access to their data
- Creating aggregate reports

Data will not be divulged to unauthorized third parties or used in any way that would violate FERPA.

Your Access to and Control Over Information

We may send emails to educators about promotions, new products, and services, but they may unsubscribe at any time. Although one may unsubscribe from all marketing emails, we reserve the right to contact any



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Anyone may contact us to:

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- See what data we may have about them
- Change or correct their data
- Ask us to delete their data
- Express concern about use of their data

Security

We take precautions to protect information. When you submit sensitive information via the website, your information is protected both online and offline. We will notify you by email or phone within 48 hours should we ever discover a data breach.

When we collect sensitive information (such as credit card data), that information is encrypted and securely transmitted. To verify, check the closed lock icon at the bottom of your web browser, or for “https” at the beginning of the web page address.

We also protect your information offline. Only employees that need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers and servers which store personally identifiable information are kept in a secure environment.

If you have concerns about how we comply with this privacy policy, please contact us at (866) 311-8734 or email support@studiesweekly.com.

Legal Compliance

We maintain strict compliance with FERPA (Family Educational Rights and Privacy Act), COPPA (Children’s Online Privacy Protection Act), and state privacy laws. If you have a specific question about adherence to your state laws, please email contracts@studiesweekly.com.

Your Consent



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If we change any policy, we will post changes here.

ADA (Americans with Disabilities Act) & Section 508 Compliance

ADA Compliance (508 Compliance) provides accessibility for digitally published material

Studies Weekly is committed to providing access to our online curriculum for all students, regardless of ability, by complying with the guidelines set forth by the Americans with Disabilities Act. Below, we've outlined the different ways that our site meets web accessibility best practices:

- Web Content Accessibility Guidelines compliant
- Article narration with variable speed
- Audio reader can read assessment questions to a student
- Article narration highlighting tool is color blind accessible
- The application is screen-reader software compliant
- Digital versions of all articles, images, and related media
- Annotation features and highlighting (code text for improved comprehension and retention)
- Many videos include closed captioning
- Large-print

Ordering, Shipping, and Returns



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Orders placed in August or after are Net 30.

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Upgrading from Online Only Subscription to Physical Print Copies with an Online Subscription

If you order online-only curriculum and then decide to add physical print copies to your order, please contact customer service at (866) 311-8734 by October 31st of the current school year or within 60 days of your purchase and only pay an additional \$2.00 per student. After that time, it will be considered a new order that will be the standard price.

After October 31st or 60 days after your purchase, you will pay full product price. Please note that upgrading to the printed curriculum is subject to product availability.

Duplicate Orders

Studies Weekly is not responsible for duplicate orders. Duplicates may occur when an order is sent in separately from a PO, creating the appearance of two unique orders. To avoid such confusion, please send your order and PO together. If you notice that your order has been duplicated, please contact Customer Service at (866) 311-8734 to cancel the duplicate order and arrange for a return, if necessary. Please see our return policy for further details.

Studies Weekly Return Policy

If you need to cancel your order prior to shipment, please notify our Customer Service Department. Studies Weekly will gladly accept returns and issue a refund under the following conditions:

- The customer is responsible for all return shipping costs. Returns are not accepted after October 31st of the current year, or 60 days after



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unseparated.

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- A \$10 restocking fee will also be applied to each classroom box.
- A refund will be issued after the product is returned and the condition is verified. The restocking fee will be subtracted from the total refunded amount.

Studies Weekly Shipping Policy

Shipping for the new school year begins as early as May, and product is shipped within a mutually agreed upon shipping window, based on customer availability to receive and sign for delivery. Please note:

- The shipping carrier is typically FedEx or Freight and is determined by order details.
- Products can be expected to arrive within 14 days of shipping.
- Studies Weekly is not responsible for delayed delivery of product due to backorder, acts of nature, carrier problems or other unforeseeable issues.
- Publications that are delivered damaged or lost in shipment will be replaced at no additional cost.
- Free Shipping is not applicable to Hawaii and Alaska, and shipping time takes 3-4 weeks.

Terms and Conditions

Licensing

Each license is for one student. Licenses can not be shared between multiple students.



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copyright infringement. This includes, but is not limited to, derivative works to be sold or given to third parties.

Updates

Studies Weekly strives to keep its product up-to-date and culturally relevant. As such we reserve the right to make updates and edits. Occasionally, we replace products in order to improve standards coverage. In such cases, if you have a long term adoption, we will offer to let you receive your remaining newspapers or magazines, or switch to the replacement at no additional cost.

Temporary COVID Policy to Allow Limited Rights to Reproduce Studies Weekly

Due to the challenges presented for the 2022-2023 school year, Studies Weekly will continue supporting teachers and students engaged in distance learning. Current customers are allowed greater liberties in use and dissemination of our materials including, but not limited to, print, audio, video, and online content. Educators may use Studies Weekly curriculum materials in online lessons and read-alouds under the following guidelines and conditions:

1. These permissions are only in effect for the 2022-2023 school year to support student learning during flex schedules and school closures. Only classes with a current Studies Weekly subscription have permission to view and use Studies Weekly's intellectual property. Online access to these video resources must be disabled, and any intellectual content stored outside of Studies Weekly be destroyed, by the end of the 2022-2023 school year or no later than July 1, 2023, whichever comes first.
2. Each shared item, lesson, or reading must be presented "with permission from Studies Weekly" at the beginning of every video and



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are unable to limit access, please provide the content on your school or district website rather than more publicly available platforms, such as social media, YouTube, or public television.

- Before posting such content, you must complete the [Studies Weekly Intellectual Rights Permission Form](#) with your name, state, city, district, and school and a brief description of the product(s) you are using and how.

By posting an online video of a lesson or read-aloud featuring Studies Weekly curriculum materials, you agree to abide by the terms and conditions above.

Also of Interest

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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.

Studies Weekly, Inc.

Vendor Name

1140 North 1430 West, Orem, UT 84057

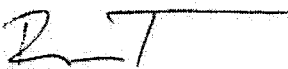
Vendor Address

866-311-8734

Vendor Telephone

support@studiesweekly.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Ron Taylor, Chief Technology Officer

Print Name

4/25/2022

Date