



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

Issue Paper

DATE:
June 9, 2022

AGENDA ITEM (ACTION ITEM):
Consider/Approve The purchase of Zearn, online math resource for Kenton Elementary.

APPLICABLE BOARD POLICY:
8.2321 copyrighted materials

HISTORY/BACKGROUND:
Zearn is an online resource that supports math instruction in grades K-5. The standard aligned lessons allow students independent practice to master the standards taught in class.

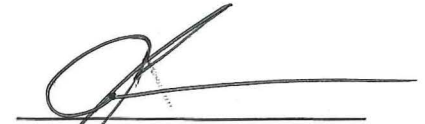
FISCAL/BUDGETARY IMPACT:
2,500 (Kenton Elementary SBDM budget)

RECOMMENDATION:
Approval to purchase of Zearn, online math resource for Kenton Elementary.

CONTACT PERSON:
Mindy Coleman


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.*



KENTON ELEMENTARY SCHOOL
Mindy Coleman
mindy.coleman@kenton.kyschools.us

Product	Price	Quantity	Subtotal
School Account School Account services through June 30, 2023. Includes an unlimited number of staff, student, and administrator accounts within the school.	\$2,500.00	1	\$2,500.00

Total \$2,500.00

To Order:

Email your Zearn contact or info@zearn.org referencing this quote, and include the name and title of the person that the purchase agreement should be addressed to. Once the agreement is signed, services will begin and an invoice will be issued.

Vendor Information for your Purchase Order:

- Vendor Name – Zearn
- Email – info@zearn.org
- Phone – 212-967-6070
- Fax – 646-365-7815
- W-9 Attached

Please note: These instructions only apply for purchases of Zearn School Accounts or Zearn On-Demand PD. If you are purchasing Zearn Printed Materials, those Purchase Orders should be made out to Mimeo, not Zearn.



Form W-9
(Rev. October 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Zearn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following action boxes.

Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) in _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) **501 (c)(3) NONPROFIT Organization**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exception from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
281 35th Street 15FL

6 City, state, and ZIP code
New York, NY 10001

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[][] - [][] - [][][][]

OR
Employer identification number
[][][] - [][][][][][][][]

3 7 - 1 6 6 5 7 4 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Ashley Deane* Date **4/25/2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099-I (mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Zearn School Account & On-Demand PD Agreement

This Zearn School Account & On-Demand PD Agreement ("Agreement") is between Zearn and KENTON CO SCHOOL DISTRICT KENTON ELEMENTARY SCHOOL ("Account Holder") in Kentucky for the 2022-2023 school year. Agreement is effective on the date this contract is signed and outlines the terms and conditions under which Account Holder may use the services and materials (described below).

1. Covered Schools and Services

Zearn will provide School Account Services and On-Demand Professional Development access to the following school(s):

School Name	Products
KENTON ELEMENTARY SCHOOL	School Account

2. Service Period, Fee & Cancellation Policy

The Zearn School Account and On-Demand Professional Development subscription period for the 2022-2023 school year begins on the day this agreement is signed, and runs through June 30, 2023. The total fee associated with the provided services listed above is \$2,500.00. Once this Agreement is signed, the Account Holder is responsible for full payment. Payment is nonrefundable. Account Holder will receive an invoice in July 2022, unless an invoice is requested sooner, and payment is due within 30 days of the invoice date.

For those Account Holders who have purchased On-Demand Professional Development, this Agreement gives teachers and administrators at the above-mentioned schools a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

3. Terms of Service

This Agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and Account Holder, this Agreement will control.

4. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.



Zearn School Account & On-Demand PD Agreement

Terms of Service

Authorization

By purchasing a Zearn School Account and On-Demand Professional Development subscription, I represent and warrant that I am an authorized representative of a school of students ("Covered School") with permission to enter into this Agreement on behalf of the Covered School(s); inclusive of staff members and students who will utilize the Zearn Site, Software, and Services (together, the "Zearn Resources"). I understand and acknowledge that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. I further represent and warrant that I have read, understand and accept these Terms of Service, the Terms of Use (<https://www.zearn.org/termsfuse>) and the Privacy Policy (<http://www.zearn.org/privacy>) on behalf of Covered School. The Terms of Use and Privacy Policy are hereby incorporated by reference. I further acknowledge and agree that I or my designated representatives have the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered School(s) and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

If I choose not to accept these Terms of Service, the Terms of Use, and the Privacy Policy, I understand that I may not access or use Zearn Resources. Terms not defined here have the meaning set forth in Zearn's Terms of Use and Privacy Policy.

Privacy

The Agreement is inclusive of Zearn's Privacy Policy. Zearn and Covered School agree to comply with all applicable federal, state and local law. In the event Covered School is subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Covered School agree as follows:

(A) Covered School appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Covered School represents and warrants that it has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Covered School's compliance with FERPA, including operating under the direct control of Covered School with respect to its use of student information provided by Covered School or its students or teachers.

Data Retention

Upon termination of the School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Covered School for a period of 180 days for Account Holder convenience in the event of renewal or reactivation. Covered School may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

Covered School is responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Covered School agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.



Zearn School Account & On-Demand PD Agreement

Terms of Service for Purchases of Zearn Printed Materials (ONLY APPLICABLE TO ACCOUNT HOLDERS WHO CHOOSE TO PURCHASE ZEARN PRINTED MATERIALS)

Authorization

For Account Holders who choose to purchase Zearn Math Printed Materials, you authorize Zearn to place orders for printed materials on your school's or district's behalf, based on the Purchase Orders that you submit to Zearn during the term of this agreement. Schools and districts who choose to purchase Zearn Printed Materials are responsible for payment of all such orders to Mimeo, Zearn's print partner, within 45 days of an invoice being issued.

Return Policy

The items in your order are custom printed; because of this, we cannot accept returns. If you notice a mistake with your order prior to receiving your materials, please email info@zearn.org as soon as possible. Due to the quick turnaround nature of printing and shipping, we are unable to guarantee that changes can be made, but will do our best to assist you. You may cancel an order only if the cancellation request is received prior to the printing of your order. If production of your order has already started, you will be responsible for the entire cost of your order.

Once your materials are delivered, please check your items within one week of delivery and contact Zearn at info@zearn.org right away if there are any questions or concerns about your order (e.g., printing or binding issues). For additional information, please read Mimeo's Terms & Conditions in the Zearn Online Store at marketplace.mimeo.com/Zearn.

Items Ordered

To place an order for specific items, you or an authorized representative from your school's or district's Purchasing Department will send Zearn a Purchase Order made out to Mimeo, which lists the specific Zearn materials, including quantity and grade level, you wish to purchase on behalf of your school or district.



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.

Zearn

Vendor Name

P.O. Box 20, New York, NY 10116

Vendor Address

212-967-6070

Vendor Telephone

legalnotices@zearn.org

Vendor Email Address

Lia M. Brooks

Signature by Vendor's Authorized Representative

Lia M. Brooks

Print Name

06/28/2022

Date