



Issue Paper

DATE:

July 25, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract with edclub and Piner Elementary to purchase building-wide usage, or 315 licenses, of the typing club software.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

The Typing Club program is a web based, highly effective program designed to teach students how to type. Typing Club offers standards-aligned, grade-based typing courses with impactful cross curricular content (literacy skills, vocabulary, etc.). Lessons are differentiated for each grade, for the length to the WPM requirements, to the content itself. With over 800 lessons per course, learners have ample opportunity to practice their skills while typing grade level content. The typing club program is aligned to the Primary and Intermediate K-5 KAS for Technology Standards (Empowered Learner and Digital Citizen) :

- EL2. Apply the fundamental concepts of technology operations and demonstrate the ability to choose, use, and/or troubleshoot current technologies.
 - Learning Priority: A. Demonstrate learning with the use of technology.
 - Indicators for grades K-2: 2. Demonstrate basic ability to communicate a message with digital input strategies ex.: typing/keyboarding, etc.
 - Indicators for grades 3-5: 2. Demonstrate efficient ability to communicate a message with digital input strategies ex.: typing/keyboarding, etc.
- DC1. Recognize the rights, responsibilities and opportunities of living, learning and working in an interconnected digital world; act and model in ways that are safe, legal and ethical.

The paid school edition of typing club provides teachers with the ability to track their students progress, time spent, lessons completed, accuracy, speed, and learning all in one place. All of this information is compiled into reports that are accessible through the Typing Club subscription.

FISCAL/BUDGETARY IMPACT:

\$1,131.28 / Piner Elementary ESSR Budget

RECOMMENDATION:

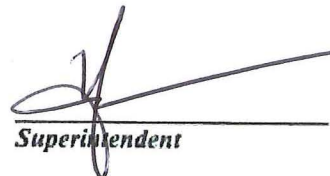
Approve the contract between edclub and Piner Elementary to purchase a 12 month subscription to the building-wide typingclub program which will be utilized by teachers and students.

CONTACT PERSON:

Tiffany Burris


Principal/Administrator


District Administrator


Superintendent



QUOTE

Customer:

Piner Elementary School
Lori McQueary
2845 Piner Rich Rd
Morning View, KY 41063
Phone: 859-356-2155

EdClub Inc.

1701 Pennsylvania Ave.
NW, Suite 200
Washington, DC 20006

Phone: 202-609-9919

Fax: 240-772-5885

Email: billing@edclub.com

Quote Number:

#456004

Quote Date:

Aug. 24, 2022

Expiration Date:

Sept. 23, 2022

Description	Qty	Unit Price	Amount
TypingClub student licenses for 1 year	316	\$3.58 (per student)	\$1,131.28
Subtotal:			\$1,131.28
Tax			\$0.00
Total USD:			\$1,131.28

Above information is not an invoice and only an estimate of items described above. Please confirm your acceptance of this quote by submitting a PO via fax, email or mail:

EdClub Inc.

1701 Pennsylvania Ave. NW, Suite 200
Washington, DC 20006
Phone: 202-609-9919
Fax: 240-772-5885
E-mail: billing@edclub.com

Our Federal Tax ID# is 46-4621246

Our W-9 form is available under the billing section of your account as well as the following URL <http://static.typingclub.com/m/W-9.pdf>

**ADDENDUM TO EDCLUB INC TERMS OF SERVICE
FOR Kenton County School District**

IN CONSIDERATION of the mutual promises by EdClub Inc. and Kenton County School District ("you") in this Addendum, EdClub Inc. and you agree to the following changes to EdClub Inc. Terms of Service ("TOS"), as follows:

1. **Section 11 (Governing Law)** is hereby amended by replacing State of Maryland with the State of Kentucky

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.

EdClub Inc.

Kenton County School District



By Ramtin Kiany

By

Its: President

Its:

Date: 8/16/2022

Date:



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.

EdClub, Inc.

Vendor Name

1701 Pennsylvania Ave. NW, Suite 200, Washington, DC 20006

Vendor Address

2026099919

Vendor Telephone

legal@edclub.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Ramtin Kiany, President

Print Name

07/28/2022

Date

Terms of Service

Last Updated: July 31st, 2015

TypingClub.com is a product offered by EdClub, Inc., doing business as TypingClub ("TypingClub", "we", or "us"). TypingClub offers both a limited service ("Individual Edition") and a licensed service made available through your school ("School Edition" and collectively with Individual Edition, "Services"). The School Editions are available as a free, ad-supported version ("School Edition Basic") and a fee-based version without ads ("School Edition Pro").

The following terms of service ("Terms") apply to all of our Services. By accessing our website and using our Services you acknowledge that you have read and understand these Terms, and agreed to be bound by these Terms and our [Privacy Policy](#). If you do not agree with these Terms, please discontinue use of the Services. TypingClub may revise these Terms from time to time at our sole discretion. We will provide notice to you if we determine, in our sole discretion, that any revision that we make to these Terms is material to you. By continuing to use the Services or access the TypingClub website, you agree to be bound by the revised Terms.

Grant of License

Subject to the terms provided herein, TypingClub grants you a non-exclusive, non-transferable license to use the Services. TypingClub

reserves the right to update or modify the Services at any time, from time to time in its sole discretion, including without limitation to increase or change the functionality of the Services.

Privacy

Any information that you provide to TypingClub is subject to our [Privacy Policy](#), which governs our collection and use of your information.

Registration

To the extent that we require you to register to access the Services, you agree to provide us with accurate and complete registration information and to register using your real name. Except when a school official registers students for use of one of the School Editions, each registration shall be for your personal use only and not on behalf of any other person or entity. You shall not permit any other person to use your registration to access the Services, and you are responsible for all use of the Services under your registration information.

Use of the Services by Children

Our Individual Edition is not directed to users under 13 ("Children" or "Child") and you must be 13 years of age or older to register an account to use the Individual Edition. If you become aware that your Child has provided us with personal information without your consent, please contact us at support@typingclub.com. If we become aware that a Child has provided us with personal information through the Individual Edition without the parents' consent or consent of a legal guardian, we will take steps to delete such information and terminate the Child's account.

Children may use our School Editions provided that a school official consents to such use on the parent's behalf in a manner consistent with the Children's Online Privacy Protection Act. School officials may revoke at any time their consent to allow Children to use the School Edition. Furthermore, upon parents' or a legal guardian's request, we will provide a description of the personal information we collect and give parents and legal guardians the opportunity to review their Child's personal information or have such information deleted. To do so, please contact us at support@typingclub.com.

Special Terms for School Officials

This Section is applicable only to users who are school officials, including teachers, who are accessing School Edition Basic and School Edition Pro in connection with the use of the School Editions by students at the school official's school or institution. You hereby acknowledge that you may have access to additional content and portions of the TypingClub website that may not be otherwise accessible to student users and that may include information about individual student users. You agree that you will access and use such information and the School Editions only in compliance with all applicable laws and to the extent necessary to perform your services as a school official or teacher at your institution. You may not disclose such information except in connection with the foregoing, as otherwise permitted herein, or as permitted in a separate agreement between TypingClub and you or your school or institution.

Restrictions on Use or Access

The Service and all content (the "Content") on the TypingClub website is the proprietary intellectual property of TypingClub and may be subject to copyright protections. Except as expressly permitted herein, you may

not, nor may you assist other parties to, (a) use, copy, modify or create derivative works of the Services or Content or any part thereof, (b) distribute or transfer the Services or Content or any part thereof or sublicense your right to use the Services or Content, (c) reverse-engineer, disassemble, or attempt to derive the source code of the Services or Content or any part thereof, or (d) attempt to disable or circumvent any security or access control mechanism related to the Services or Content. The Content contained within the TypingClub website and software may not be used for any illegal purpose or for any purpose in breach of these Terms. You may not access our networks, computers, or Content in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment of our Services. You may not attempt to gain unauthorized access to any Content, other accounts, computer systems, or networks accessed through the Services.

Cancelling Service

If you are a user of the Individual Edition, you may cancel the service by simply going to "Settings" and selecting "Delete Account" to delete your account in its entirety. By selecting to delete your account, all of your personal information related to that account will be deleted.

Termination

TypingClub may suspend or terminate your account and your use of the Services and Content at any time and for any reason at TypingClub's sole discretion. TypingClub may terminate these Terms as they apply to you at any time and for any reason. Upon your receipt of a notice of termination from TypingClub, you must immediately cease use of the Services. Sections 9-13 of these Terms shall survive the termination or expiration of these Terms for any reason.

Warranty Disclaimer

The Services are provided "AS-IS". TypingClub and its licensors expressly disclaim any warranties with respect to the Services and Content, including without limitation, any statutory or implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. TypingClub does not warrant that the Services will meet your requirements, that the operation of the Services will be continuous or error-free, that the Services will operate as intended or at all under all conditions, that any defects in the Services will be corrected by licensor, or that our website will be virus-free. We expressly disclaim any responsibility or liability for any damages caused by viruses introduced onto your computer via our Services.

Limitation of Liability and Indemnification

In no event shall TypingClub or its licensors be liable to you or any other entity for indirect, special, incidental, punitive, or consequential damages (including, but not limited to, damages related to lost profits, loss of data, or loss of use) in connection with these Terms, the Services, and the Content, even if TypingClub has been advised of the possibility of such damages or losses. TypingClub's (and its licensors') liability in connection with these Terms, the Services, and the Content shall not exceed the amount actually paid by you to TypingClub for the use of the Services during the prior six months.

You shall defend, indemnify, and hold harmless TypingClub, its affiliates, employees, officers, directors, contractors, and agents from and against any and all claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by you with these Terms; (b) your use of the Services; and (c) any third-party allegations (whether

such allegations may be false, fraudulent, or groundless) regarding (a) or (b) above.

Governing Law

These Terms and your acceptance thereof shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of Maryland, U.S.A., without giving effect to its conflicts of laws provisions or principles. Any action, suit or other proceeding arising under or relating to these Terms shall be brought in a court of competition jurisdiction in Maryland and you hereby consent to the sole jurisdiction of such courts. You agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis and you shall not participate in any class action against TypingClub or join or consolidate any claims that you have against TypingClub with the claims of any third parties. You also agree to waive the right to litigate disputes in court before a jury.

Notices

You shall send any notices regarding disputes or other communications to TypingClub by certified or registered mail to the following address: 1701 Pennsylvania Avenue, NW, Suite 200, Washington, DC 20006. TypingClub may provide notices to you using any means reasonably calculated to provide you with actual notice, including email.

Miscellaneous

Except to the extent otherwise set forth in a written and signed agreement between you and TypingClub, these Terms and our [Privacy Policy](#) constitute the entire agreement between TypingClub and you regarding the Services. These Terms supersede any prior contract or

statements regarding your use of the Services. Notwithstanding the foregoing, if you have confidentiality obligations related to the Services, those obligations shall remain in effect. (For example, you may have confidentiality obligations as a beta tester of the Services.) If any part of these Terms is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted to give the maximum permissible effect, and the remainder of these Terms shall remain in effect. We may freely assign this agreement at our discretion. You may not assign these Terms to any third party.

Please direct all inquiries to our office at 1701 Pennsylvania Ave. NW, Suite 200, Washington, DC 20006.