

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

Issue Paper

DATE:

July 8, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Ryland Heights Elementary requests to approve the continuation of sales contract #1000-1610 with I Know It Math for Ryland Heights Elementary to purchase site licenses for year 2 through July 7, 2023.

APPLICABLE BOARD POLICY:

01.1 – Legal Status of the Board

HISTORY/BACKGROUND:

I Know It Math allows teachers to identify student strengths and needs in the area of math. This program is able to be differentiated to students' current level of math achievement to target specific skills to close gaps and focus on improving math calculation and reasoning. This agreement will allow for renewal of a one year license for all first grade students, as well as identified students in other grade levels through the RTI setting.

FISCAL/BUDGETARY IMPACT:

\$1812.50 (Title I Budget 2022-23)

RECOMMENDATION:


Approval to Ryland Heights Elementary requests to approve the renewal of sales contract #1000-1610 with I Know It Math to purchase site licenses through July 8, 2023.

CONTACT PERSON:

Dan Schacherer

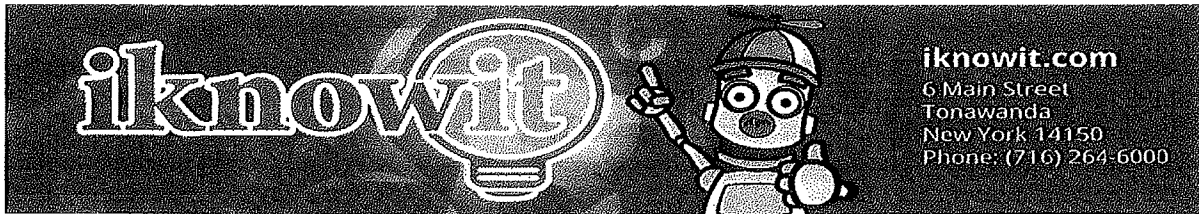

Principal/Administrator


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.



School District Price Quote

Date: 07/08/2022

Quote valid through: August 31, 2022

Quote ID Number: 1000-1610

Prepared for: Schacherer, Dan
dan.schacherer@kenlon.kyschools.wv
 Ryland Heights Elementary School, KY

Prepared by: Nick Hawes
 Nick@iknowit.com
 716-260-1242

| # of Student Licenses | Description | * Standard Price per License | Reduced Price per License | Savings | Total |
|--|--|------------------------------|---------------------------|---------------------|------------|
| 250 | One-Year School District Subscription to iknowit.com "I Know It" math is an interactive math practice website for students. Pricing OK'd by Nick Hawes, Inside Sales – I Know It – on 07/08/2022 | \$7.50 | \$7.25 | \$62.50 | \$1,812.50 |
| * Standard Price based on # of Students: • 50 – 100 Students: \$7.50 per student / yr - • 101 – 200 Students: \$7.50 per student / yr - • 201 – 600 Students: \$7.25 per student / yr - • 601 – 1200 Students \$7.00 per student / yr - • > 1201 Students \$6.50 per student / yr - | | | | Subtotal: | \$1,812.50 |
| | | | | ** Discount: | - |
| | | | | Total: | \$1,812.50 |

Purchase Information

Thank you for your interest in I Know It Math!

To set up an account, please complete the accompanying order form along with this quote and return both to us via fax or e-mail.

Purchase orders accepted. Payments can be made via check or with a credit card over the phone.

We can send a W-9 or other information upon request. Thank you!

**** Discount good on 1-, 2- or 3-year licenses**



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.

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.

TPW, Inc. I Know It (DBA)
Vendor Name

6 Main St. Tonawanda, NY 14150
Vendor Address

716-264-6000
Vendor Telephone

nick@iknowit.com
Vendor Email Address


Signature by Vendor's Authorized Representative

Nicholas Haves
Print Name

07/07/22
Date



WEBSITE TERMS OF SERVICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

I Know It, together with its affiliates, including TPW Inc., TPW Websites LLC and Super Teacher Worksheets, (hereinafter referred to as "I Know It," "us," "we," "our," or "Company"), has created the following Terms of Service Agreement ("Terms of Service" or "Agreement") to apply to all users and customers of this website and all digital assets contained or offered therein (collectively, our "Services"). Please consult our [Privacy Policy](#) for more information on **I Know It's** information collection, use, and disclosure practices.

These Terms of Service are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms of Service conflict with the English language version, the English language version of these Terms of Service shall control.

GENERAL CONDITIONS

Please carefully read these Terms of Service before using our Services. By using our Services, you agree to be bound by the Terms of Service, including the Binding Arbitration Clause and Class Action Waiver described in Section X, and the [Privacy Policy](#). If you do not agree to the Terms of Service, then you must not use our Services. If you violate the Terms of Service, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

The headings used herein are included for convenience only and will not limit or otherwise affect these Terms of Service.

DESCRIPTION OF THE SERVICES

We provide a comprehensive, interactive learning resource for students. The site enables teachers and parents to differentiate assignments for students allowing them to work at their own level and pace towards mastery of concepts and skills aligned with educational development, while tracking progress and performance.

NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE OUR SERVICES

We grant you a limited, revocable, non-exclusive, non-transferable license to review and in some instances print content, from our Services (e.g., our website) for your personal and educational purposes as long as they do not violate any aspect of these Terms of Service or applicable law, including our intellectual property and other proprietary rights in and to the Services or the intellectual property rights of another party. We reserve the right to terminate or limit your access to our Services and/or the licenses granted herein for any reason (or no reason) and in our sole discretion. You agree that any termination of your access to the Services under any provision of this Agreement may be done without prior notice, and acknowledge and agree that **I Know It** may immediately deactivate or delete your account, and all related information and files in your account, and/or bar any further access to such files or the Services.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and for any reason, including performing maintenance, repairs or upgrades. We will endeavor to provide notice before any scheduled upgrades. We (and our licensors) remain the sole owner of all rights, title, and interest in the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. In the event of permanent discontinuance of the Services, liability is limited to your paid subscription price, which shall be pro-rated to the amount remaining on your subscription.

Depending on your account type, you may cancel your account/subscription at any time, and cancellation will be effective at the end of the billing cycle in which you cancel your account/subscription. To cancel your account/subscription, you must submit your cancellation request to **I Know It** via email or facsimile and follow through with verification. You will continue to have access to the Services until the billing period in which you cancel your account/subscription ends. **I Know It** does not provide refunds or credits for any partially used membership periods.

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PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Services or its related content: (a) for any unlawful or fraudulent purpose, including but not limited to, the use of fraudulent credit card information; (b) to solicit others to perform or participate in any unlawful or prohibited acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others or delete the copyright or other proprietary rights notice from any content; (e) to harass, abuse, insult, harm, defame, slander, annoy, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information or otherwise attempt to mislead or impersonate another; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Services including our website (or related website, other websites, or the Internet) or Services; (h) to collect or track the personal information of others; (i) to send advertising or promotion materials, spam, phishing, pretext, spider, crawl, scrape or facilitate the use of any malware or ransomware; (j) for any damaging, obscene or immoral purpose; (k) to interfere with or circumvent the security features of the website (or related website, other websites or the Internet) and/or Services, including those to prevent copying of content or that limit use; (l) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (m) systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us; (n) make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (o) use a buying agent or

purchasing agent to make purchases on the website; (p) use the Services to advertise or offer to sell goods and services; (q) engage in unauthorized framing of or linking to the Services; (r) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (s) interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the Services; (t) sell or otherwise transfer your profile; (u) use the Services as part of any effort to compete with us or otherwise use the Services and/or the content for any revenue-generating endeavor or commercial enterprise; (v) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website; (w) copy or adapt the Services' software, including but not limited to PHP, HTML, JavaScript, or other code; (x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services; (y) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (z) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software; or (aa) in any way that may be deemed a breach or violation of any of our Terms of Service or Website Privacy Policy. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

CUSTOMER REPRESENTATION & WARRANTY

You represent, warrant, and covenant to us that you own or otherwise have and will have the necessary rights and consents in and relating to any information you provide to or make accessible to us (including Personally Identifiable Information as that term is defined by the Family Educational Rights And Privacy Act ("FERPA")), including by presenting, complying with, and enforcing all appropriate disclosure and notice requirements at the point of collection of information, so that, as accessed, received, and processed by us in accordance with these Terms of Service, the information does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable federal or state law, including FERPA.

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We do not take on any obligation to update, amend, or clarify information in the Services or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

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WARRANTY DISCLAIMER

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES, WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING FROM YOUR USE OF THE SERVICES OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THESE TERMS OF SERVICE SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

ARBITRATION CLAUSE AND CLASS ACTION WAIVER - IMPORTANT - PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

The Terms of Service and any separate agreements whereby we provide you Services shall be governed by New York courts located in ~~Erie County, New York~~ Kenton County, Kentucky without reference to any conflict of law rules.

You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

SEVERABILITY

To the extent that any provision of these Terms of Service is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service.

Such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

These Terms of Service are effective until terminated. We may terminate this Agreement at any time without notice to you and may deny you access to our Services.

INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to the Terms of Service. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms of Service to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

ACCOUNT CREATION

Accounts on the Services may only be created by Schools and families. We do not permit children under the age of thirteen (13) to create an account. We may collect a persistent identifier (e.g., an IP address or cookie) from a child while the child is using the Services.

Some of our Services, such as educational quizzes and educational games, may seek Information necessary for a child to participate, including a parent's email address to communicate with the parent (as required by applicable law). We use and disclose children's Information only in accordance with our Privacy Policy. The Services do not enable a child to make his or her Information publicly available.

When you create an account with **I Know It**, you will determine the username(s) and password(s) associated with it and its users. You may not (a) select or use a username of another person with the intent to impersonate that person, (b) select or use a username or

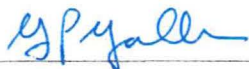
password that **I Know It**, in its sole discretion, deems inappropriate or offensive, or (c) select or use a username and password that is in use or likely to be used for account access on any other website or service. The creator of an account on **I Know It** is responsible for maintaining the confidentiality of his or her username(s) and password(s), and will be responsible for all uses of his or her account, username(s) and password(s), whether or not authorized by the creator. The creator of an account on **I Know It** who sets up an account for a minor(s) under the age of eighteen (18) also agrees to supervise and take full responsibility for the use of the Services and website by said minor(s).

CHANGES TO THESE TERMS OF SERVICE

We reserve the right to change, modify, or amend these Terms of Service at any time to reflect changes in our practices and service offerings. If we modify our Terms of Service, such changes will be effective upon posting. It is your obligation to check our current Terms of Service for any changes; your continued use of the Services constitutes your acknowledgment and agreement to the Terms of Service. These Terms of Service may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

HOW TO CONTACT US

T.P.W., Inc. dba I Know It
6 Main Street, Tonawanda, New York 14150
Email Address: helpdesk@iknowit.com
Telephone number: 716-260-1242
Fax number: 716-260-2516



Greggory Gallson
Director of Operations and Finance
TPW, Inc. dba I Know It

Mr. Matthew P. Winkler
Director of Technology
Kenton County School District