

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

Issue Paper

DATE:

08/09/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve the purchase of a 12-month renewable premium Read & Write subscription for use by all students and staff within the Kenton County School District with take-home access from Texthelp Inc.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District has consistently purchased a 12-month renewable subscription for students and staff from Texthelp Inc. Once the subscription is renewed, all schools and students will have full access to the program across all domains of Windows, Google Chrome and Mac. The subscription also provides supports within KCS D's LMS instructional domain, Schoology. While this subscription is for all students, it is especially beneficial for students who are identified as special education and/or English Language Learners. This program will allow students to be more independent in accessing both core instruction and specially designed instruction within their IEPs. This program will decrease the need for adult readers, increase student reading skills, and build student confidence and self-advocacy.

FISCAL/BUDGETARY IMPACT:

\$26,078 with annual renewal paid out of Special Education: IDEA B funds

RECOMMENDATION:

Approval to purchase a 12-month renewable premium Read & Write subscription for use by all students and staff within the Kenton County School District with take-home access from Texthelp Inc.

CONTACT PERSON:

Danielle Rice, Director of Special Education


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

#TH04742

TO: Kenton County Schools □ KY
ADDRESS: Attn: Accounts Payable Dept
1055 Eaton Drive
Fort Wright, KY 41017
ATTN: Danielle Rice
DATE: July 26, 2022
VALID UNTIL: July 31, 2022

ADDRESS: Texthelp Inc
500 Unicorn Park Drive
Woburn, MA 01801
USA
PHONE: 888-248-0652
FAX: 866-248-0652
EMAIL: u.s.info@texthelp.com
FED TAX ID: 06-1622277

TEXTHELP CONTACTS

Marc Callahan
m.callahan@texthelp.com
Rebecca McCarron
rebeccamc@texthelp.com

Quote must be attached to Purchase Order

Qty	Item	Type	License Description	Additional Info	Unit Price	Extended Price
14488	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android provided all technical requirements are met and provides supports within Canvas, Schoology, and D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	Subscription 07/14/2022 - 07/14/2023	\$1.80	\$26,078.40
					Sub Total	\$26,078.40
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Subscription includes: Technical support (support@texthelp.com/888-248-2479), online training and implementation resources, product updates and enhancements. Additional Professional Development offerings available for purchase.

Quotation Prepared by:
Rebecca McCarron

Quotation Approved by:
Danielle Edmondson

NOTE:

Credit card payments will only be accepted for purchases of \$1000 or less; no credit card fees will be assessed.

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Our prices increase by 5% each year on October 1st.

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August 25, 2022

Jennifer Bryngelson, Assistant Director of Special Education, at Kenton County School District (KY) is requesting the following change to the Texthelp End User License Agreement for Read&Write. This document applies to the 2022-23 academic year and relates to Kenton County School District purchasing a district license of Read&Write from Texthelp.

- 1) Request: Please agree to change the Governing Law of this Agreement to the United States, Kentucky, Kenton County.

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Signatures below will confirm acceptance of this change.

Kenton County School District	Texthelp
Name:	Name: Doug Rosette
Title:	Title: President
Signature:	Signature: <i>Doug Rosette</i>
Date:	Date: 8/26/2022

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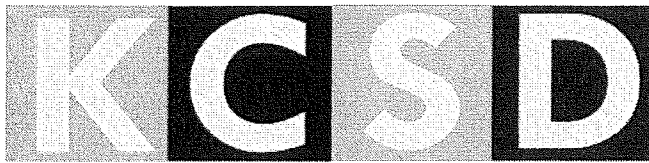
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THE KENTON COUNTY BOARD OF EDUCATION

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

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- 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.

Texthelp Inc

Vendor Name

500 Unicorn Park Drive, Woburn, MA 01801

Vendor Address

888-248-0652

Vendor Telephone

u.s.info@texthelp.com

Vendor Email Address

Doug Rosette

Signature by Vendor's Authorized Representative

Douglas Rosette

Print Name

Aug 26, 2022

Date



Quote

#TH04742

TO: Kenton County Schools KY
ADDRESS: Attn: Accounts Payable Dept
1055 Eaton Drive
Fort Wright, KY 41017
ATTN: Danielle Rice
DATE: August 26, 2022
VALID UNTIL: September 25, 2022

ADDRESS: Texthelp Inc
500 Unicorn Park Drive
Woburn, MA 01801
USA
PHONE: 888-248-0652
FAX: 866-248-0652
EMAIL: u.s.info@texthelp.com
FED TAX ID: 06-1622277

TEXTHELP CONTACTS
Marc Callahan
m.callahan@texthelp.com
Rebecca McCarron
rebeccamc@texthelp.com

Quote must be attached to Purchase Order

Qty	Item	Type	License Description	Additional Info	Unit Price	Extended Price
14488	Read&Write	Unlimited	12 month renewable premium Unlimited (Domain-wide) Read&Write subscription for use by all students and staff within the school/district/specified domain, with take home access. Includes access to all supported platforms including Windows, Mac, Google Chrome, Edge, iPad and Android provided all technical requirements are met and provides supports within Canvas, Schoology, and D2L Brightspace. Read&Write subscription also includes access to a subset of features in OrbitNote which were formerly included with Texthelp PDF Reader.	Subscription 07/14/2022 - 07/14/2023	\$1.80	\$26,078.40
					Sub Total	\$26,078.40
					Tax (0%)	\$0.00
					Total	\$26,078.40

By using these products you are hereby agreeing to the terms of the relevant product End User License Agreements. These can be found at support.texthelp.com/help/end-user-license-agreements

Subscription includes: Technical support (support@texthelp.com/888-248-2479), online training and implementation resources, product updates and enhancements. Additional Professional Development offerings available for purchase.

Quotation Prepared by:
Rebecca McCarron

Quotation Approved by:
Danielle Edmondson

NOTE:
Credit card payments will only be accepted for purchases of \$1000 or less, no credit card fees will be assessed.
A copy of the Tax Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged.
Our prices increase by 5% each year on October 1st.

Confidential & Proprietary

Request for Taxpayer Identification Number and Certification

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

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

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

Texthelp Inc

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 seven 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) ►
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) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption 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.

500 Unicorn Park Drive

6 City, state, and ZIP code

Woburn, MA 01801

Requester's name and address (optional)

7 List account number(s) here (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

06 - 1622277

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 the certification, but you must provide your correct TIN. See the instruction for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01/05/2022

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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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.