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

Issue Paper

DATE:
8/15/2022

AGENDA ITEM (ACTION ITEM):
Consider/Approve quote and contract of terms with CEV for annual license-renewal of ICEV with Scott High School for 2022-2023 Agriculture program.

APPLICABLE BOARD POLICY:
01.01 Legal Status of the Board

HISTORY/BACKGROUND:
ICEV is an online platform that teachers can access curriculum to be able to administer industry certification for Vet assisting and Plant Science programs.

FISCAL/BUDGETARY IMPACT:
$825 from Perkins budget

RECOMMENDATION:
Approval to renew the annual license-renewal with CEV for the 2022-2023 for the ICEV curriculum platform for Agriculture program.

CONTACT PERSON:
Jill Holthaus

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	QTE048820
Date	8/13/2022
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1020 SE Loop 289
Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398 * 806/745-5300
e-mail customersupport@cevmultimedia.com

Bill To:

Kenton County School District
accounts.payable@kenton.kyschools.us
Ft. Wright KY 41017

Ship To:

Kenton County School District
Jill Holthaus
jill.holthaus@kenton.kyschools.us
Taylor Mill KY 41015

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Shipping Method	Payment Terms	Req Ship Date
PENDING	KENT0011	KY01	ICEV-CTE		Net 30 days	0/0/0000

Quantity	Item Number	ISBN Number	Description	Unit Price	Ext. Price
1	AG Tchr	220-200	iCEV Ag TeacherAnnualLicense-Add.-Renewal	$825.00	$825.00

We Appreciate Your Business! All Returns Must Be Requested Within 30 Days of Invoice. Sales Tax is not collected

QTE048820

Subtotal	$825.00
Misc	$0.00
Tax	$0.00
Shipping/Handling	$0.00
YOUR DISCOUNT	$0.00
Total	$825.00

Here's to the power of unlocked potential.

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If you desire additional information, please contact us at 800.922.9965 or visit our website at www.icevonline.com.

Business Name: CEV Multimedia, LLC
Address: 1020 SE Loop 289
Lubbock, TX 79404

FEIN: 75-2803669
DUNS: 158885608

Telephone: 800.922.9965 806-745-8820
Fax: 800.243.6398 806-745-5300

Website: www.icevonline.com **E-mail:** accounting@cevmultimedia.com

Orders: e-mail accounting@cevmultimedia.com

Authorized Signature: _____ Printed Name: Bryce Moore

SUBSCRIBED AND SWORN to before me on this 6th day of January 2022

Notary Public, State of Texas

Cheryl R Finkbone
Signature

4/13/2023
Date Commission Expires

CHERYL R. FINKBONE
Notary Public, State of Texas
Comm. Expires 04-13-2023
Notary ID 126076681

Kenton County School District

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Kenton County School District

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Kenton County School District

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Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CEV Multimedia with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CEV Multimedia with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to

this agreement to the same extent an d subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

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Contact Us

CEV Multimedia welcomes your questions or comments regarding the Terms:

CEV Multimedia, LLC.
1020 SE Loop 289
Lubbock, Texas 79404

Email Address:
cev@cevmultimedia.com

Telephone number:
800-922-9965

Effective as of June 30, 2013

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.

CEV Multimedia, LLC

Vendor Name

1020 SE Loop 289, Lubbock, TX 79404

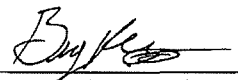
Vendor Address

800-922-9965

Vendor Telephone

customersupport@cevmultimedia.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Bryce Moore

Print Name

5/2/2022

Date