



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

Issue Paper

DATE:

09/19/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Twenhofel Middle School contract with TCI for the school year 2022-2023.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

TCI is a computer-based program that directly follows the Commonwealth of KY standards for the content area of social studies. While this program is not the direct instruction component, it provides supplementary resources that align with the Social Studies standards for grades 6th through 8th.

FISCAL/BUDGETARY IMPACT:

\$1734.00/7000

RECOMMENDATION:

Approval to Twenhofel Middle School contract with TCI for the school year 2022-2023

CONTACT PERSON:

Dr. Shannon K. Gross

A black ink signature of the Principal/Administrator, Dr. Shannon K. Gross, written over a horizontal line.

Principal/Administrator

A blue ink signature of the District Administrator, written over a horizontal line.

District Administrator

A black ink signature of the Superintendent, written over a horizontal line.

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 #: Q-10843-1
Date: 9/19/2022 9:59 AM
Expires On: 11/18/2022
Prepared By: Megan Foster
Email: info@teachtci.com
Phone: 800-497-6138

Quote for:
Kenton Co School District
Shannon Gross
shannon.gross@kenton.kyschools.us

Ship to:
Kenton Co School District
1055 Eaton Dr
Ft Wright, KY 41017

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-TL-01	Middle School (6-8) Social Studies: Teacher License (1 Yr)	Digital	\$289.00	\$289.00	6	\$1,734.00
TOTAL:						\$1,734.00

Shipping (5%)	\$0.00
Service Fee (%)	\$0.00
Grand Total	\$1,734.00

Terms and Conditions

Business Terms

TCi's Business Terms apply to all orders. View details at <https://www.teachtci.com/tci-business-terms>

How to Order

To expedite your order and ensure you receive the pricing quoted above, please include a copy of this quote with your purchase order. Adjustments cannot be made after the order has been fulfilled. Place orders online at <https://shop.teachtci.com> or send using one of the following options:

- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040 (**New as of November 2021**)

License Contact

Set up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

Shipping

Shipping and handling fees do not apply to teacher and student license-only products.

Print Subscriptions

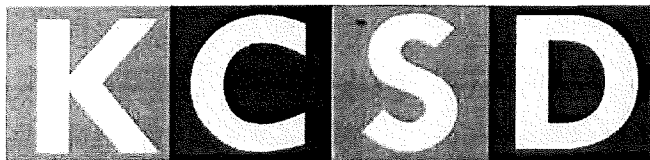
If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

Student Journal Bundles

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.

Sales Tax

If applicable, sales tax will be assessed when your order is processed. Actual amount will be calculated and added to the invoice based on the delivery address.



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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

**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.

Teachers' Curriculum Institute

Vendor Name

1049 El Monte Ave, Ste C-607, Mountain View, CA 94040

Vendor Address

800-497-6138

Vendor Telephone

info@teachtci.com

Vendor Email Address

Amanda Crooks

Signature by Vendor's Authorized Representative

Amanda Crooks

Print Name

08/25/22

Date



SELECT STATE ▾



Business Terms

(Effective December 1, 2021)

BUSINESS TERMS

PRICES, PAYMENT, AND TAXES

Prices and Payment: All prices are effective December 1, 2021, and are subject to change without notice. All orders must be accompanied by a form of payment. TCI accepts district and school purchase orders, for which payment terms are net 30 from the invoice date. Individual orders must be prepaid by check, money order, EFT, or credit card.

Sales Tax: Sales tax will be applied as appropriate to CA, FL, IL, KY, MD, MI, NJ, OH, OK, PA, SC, TX, VA, and WA orders, unless TCI has a current copy of your tax exemption certificate.

Individual Orders: It is illegal to extend a district's exemption status to an individual paying by personal credit card or check, even if the purchase is made for the benefit of the school.

RETURNS AND EXCHANGES

Returns and Exchanges: TCI cannot accept the following items for return or exchange: bent, torn, soiled, marked, or stamped items; opened shrink-wrapped items; items damaged due to insufficient packaging when returned; products received at events or conferences; science materials kits; and 1-year teacher or student licenses.

You may return or exchange any other purchased, unused product in a saleable condition within 60 days of the invoice date of your order. To request a return authorization, please go to <https://shop.teachtci.com/manage-orders>. If you wish to exchange an item, TCI must receive payment for shipping and any difference in price before processing the order.

Refunds and Credits: If you paid by credit card, your account will be credited for the returned item(s) within 30 days of receiving the return. For all other forms of payment, TCI will issue a credit for returned item(s). Credits can remain on the account for up to 6 months, at which time a refund will be made by check.

[Contact Sales >](#)

LICENSES

Acceptance of License Terms: Teachers' Curriculum Institute's ("TCI") willingness to offer online licenses ("Licenses") that permit access to its online Application service and content ("Application") is expressly conditioned on your acceptance of the terms set forth herein. You shall be deemed to have accepted these terms by either: (i) placing an order for the Licenses or any other TCI product, (ii) submitting payment for the Licenses or any other TCI product, (iii) accessing the Application by following the instructions emailed to you following your purchase of a License or (iv) distributing the Application access link to any teachers or other end users who will use the Licenses. These terms supersede all prior understandings, assurances, orders, and offers, whether written or oral, and shall exclusively govern the relationship between you and TCI in regard to the Licenses. Any amendments or

additional terms must be agreed to by TCI in writing. The term "you" as used herein shall include any individuals purchasing or accessing the Licenses as well as any schools, school districts, education centers, or other entities on whose behalf such individuals may be accessing the Application.

License Delivery: For each License order, you will receive a delivery confirmation email. Designated License contacts will receive an email that will contain either an invitation to create an account or an option to sign in if the License contact already has an account. The designated License contact will be the person submitting payment unless you notify TCI of the contact name and email address to whom TCI should send this email. Designated License contacts who do not have Admin access to TCI's online Application service will need to sign and return a TCI Administrator Agreement before being granted full access to the Admin tool.

License Terms: TCI defines the school year as July 1 to June 30 ("school year"), and License durations align with this definition of the school year. The order date of a License is the TCI invoice date. To prevent Licenses from expiring in the middle of a school year, Licenses with an order date in the current calendar year will expire on June 30 of the following year. For example, a 1-year subscription with an order date of January 1, 2019 will expire on June 30, 2020. A 1-year License with an order date of December 1, 2019, will also expire on June 30, 2020. Licenses can only be assigned to one user at a time; they cannot be shared. Upon expiration of a License, access will be blocked. License assignments reset annually on June 30. TCI only stores student scores and notebook entries for the current school year. Customers are responsible for downloading any student scoring and notebook data before June 30 for their records.

Modification of Application: TCI reserves the right to modify the Application at any time during the term of any License for any reason whatsoever, including, without limitation, updating, correcting or general design modifications.

Disclaimers: THE APPLICATION IS PROVIDED AS-IS WITHOUT WARRANTIES OF ANY KIND. TCI specifically disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title and non-infringement of third party rights. It is your responsibility to evaluate the accuracy and completeness of all information, opinions and other material contained in the Application. TCI does not warrant the Application will be error-free and uninterrupted. You acknowledge that you are solely responsible for any interruptions resulting from your computer system, software and connection to the internet.

Security and Notification of Unauthorized Use: You agree to maintain reasonable security measures to protect against unauthorized users gaining access to the Application. You will promptly notify TCI if you become aware of any unauthorized use of the Licenses or Application or violation or threatened violation of TCI's intellectual property rights therein. You agree to cooperate with TCI and render such assistance as TCI may reasonably request to identify, halt and/or prevent any violation of such rights.

Notice to School Districts, Teachers, other Purchasers and Parents: TCI collects limited information from students accessing its websites, including name, username and password. TCI is offering student Licenses based upon the presumption that you, or any other party facilitating access to the Application by students, have obtained authorization for the storage and use by TCI of such students' information necessary to offer the Licenses and Application, including, without limitation, parental consent to the collection of such information by TCI. Please review the [Privacy Policy](#) available on TCI's website for additional information regarding TCI's use and disclosure practices.

Limited Remedies, Damages Exclusion: TCI's total, cumulative liability arising from or in connection with the Licenses or any product or service provided hereunder will be limited to the lesser of (a) the fee paid by you for the item or service that caused such loss and (b) \$1,000. In no event will TCI be liable for incidental, consequential, indirect, special or punitive damages, including lost revenue, data or profits, arising from or in connection with the Licenses or any product or service provided hereunder.

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