



Issue Paper

DATE:

8/22/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve quote and term and agreement with Activate Learning to renew Interactive Digital Edition of Active Physics IDE for the 2022-2023 school year

APPLICABLE BOARD POLICY:

01.01 Legal Status of the Board

HISTORY/BACKGROUND:

Activate Learning is an online interactive digital edition of Active Physics IDE for students and teacher.

FISCAL/BUDGETARY IMPACT:

595.20 from Scott SBDM

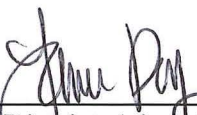
RECOMMENDATION:

Approval to renewal with Activate Learning for Interactive Digital Edition of Active Physics IED for the 2022-2023 school year.

CONTACT PERSON:

Kevin Stinson


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.

☐ Hide Blank Rows

Active Physics Price Estimate Sheet



Date:	8/22/2022
Acct Mgr.	
Valid Until:	10/21/2022

Bill To:				
Address				
Email				
Phone				
Fax				
Ship To:				
Address		Dr. Kevin Stinson		
Email		kevin.stinson@kenton.kyschools.us		
Phone				
Delivery Date:				
<input checked="" type="checkbox"/> Shipping Address is located in the Contiguous United States				
Item #	Description	Quantity	Unit Price	Line Total
Print Books				
978-1-60720-860-0	Student Edition, 3rd Edition, 3rd Printing (print)		\$ 149.59	\$ -
978-1-60720-865-5	Teacher's Edition 3-Volume Set (print)		\$ 338.54	\$ -
Interactive Digital Edition				
Integration				
INT-CANVAS	Integration: Canvas		\$ -	\$ -
INT-CLASSLINK	Integration: Classlink		\$ -	\$ -
INT-CLEVER	Integration: Clever		\$ -	\$ -
INT-GOOGLE	Integration: Google Classroom		\$ -	\$ -
INT-RAPID	Integration: Rapid Identity		\$ -	\$ -
INT-SCHOOLOGY	Integration: Schoology		\$ -	\$ -
INT-OTHER	Integration: Other		\$ -	\$ -
INT-CSV	Integration: CSV File Rostering		\$ -	\$ -
Teacher IDE				
AP-IDE-T-1	Active Physics IDE, Teacher, 1 Year	1	\$ 30.00	\$ 30.00
AP-IDE-T-6	Active Physics IDE, Teacher, 6 Year		\$ 80.00	\$ -
Student IDE				
1 Year				
AP-IDE-S1U-1	Active Physics IDE, Student with 1 Chapter, 1 year		\$ 9.44	\$ -
AP-IDE-S2U-1	Active Physics IDE, Student with 2 Chapters, 1 year		\$ 14.14	\$ -
AP-IDE-S3U-1	Active Physics IDE, Student with 3 Chapters, 1 year	30	\$ 18.84	\$ 565.20
AP-IDE-S4U-1	Active Physics IDE, Student with 4 Chapters, 1 year		\$ 23.54	\$ -
AP-IDE-S5U-1	Active Physics IDE, Student with 5 Chapters, 1 year		\$ 28.24	\$ -
AP-IDE-S6U-1	Active Physics IDE, Student with 6 Chapters, 1 year		\$ 32.94	\$ -

AP-IDE-S7U-1	Active Physics IDE, Student with 7 Chapters, 1 year		\$ 37.64	\$ -
AP-IDE-S8U-1	Active Physics IDE, Student with 8 Chapters, 1 year		\$ 42.34	\$ -
AP-IDE-S9U-1	Active Physics IDE, Student with 9 Chapters, 1 year		\$ 47.04	\$ -
6 Years				
AP-IDE-S1U-6	Active Physics IDE, Student with 1 Chapter, 6 Years		\$ 16.22	\$ -
AP-IDE-S2U-6	Active Physics IDE, Student with 2 Chapters, 6 Years		\$ 23.99	\$ -
AP-IDE-S3U-6	Active Physics IDE, Student with 3 Chapters, 6 Years		\$ 31.75	\$ -
AP-IDE-S4U-6	Active Physics IDE, Student with 4 Chapters, 6 Years		\$ 39.52	\$ -
AP-IDE-S5U-6	Active Physics IDE, Student with 5 Chapters, 6 Years		\$ 47.29	\$ -
AP-IDE-S6U-6	Active Physics IDE, Student with 6 Chapters, 6 Years		\$ 55.06	\$ -
AP-IDE-S7U-6	Active Physics IDE, Student with 7 Chapters, 6 Years		\$ 62.82	\$ -
AP-IDE-S8U-6	Active Physics IDE, Student with 8 Chapters, 6 Years		\$ 70.59	\$ -
AP-IDE-S9U-6	Active Physics IDE, Student with 9 Chapters, 6 Years		\$ 78.36	\$ -

Kit Packages - Student materials are for group settings of 3-4 students.

AP-CH1-1Group	Driving The Roads Student Materials		\$ 110.66	\$ -
AP-CH1-1Teacher	Driving The Roads Teacher Materials		\$ -	\$ -
AP-CH2-1Group	Physics In Action Student Materials		\$ 130.66	\$ -
AP-CH2-1Teacher	Physics In Action Teacher Materials		\$ 467.94	\$ -
AP-CH3-1Group	Safety Student Materials		\$ 43.95	\$ -
AP-CH3-1Teacher	Safety Teacher Materials		\$ 32.95	\$ -
AP-CH4-1Group	Thrills and Chills Student Materials		\$ 63.09	\$ -
AP-CH4-1Teacher	Thrills and Chills Teacher Materials		\$ 29.70	\$ -
AP-CH5-1Group	Let Us Entertain You Student Materials		\$ 143.88	\$ -
AP-CH5-1Teacher	Let Us Entertain You Teacher Materials		\$ 87.78	\$ -
AP-CH6-1Group	Electricity For Everyone Student Materials		\$ 138.55	\$ -
AP-CH6-1Teacher	Electricity For Everyone Teacher Materials		\$ 169.18	\$ -
AP-CH7-1Group	Toys for Understanding Student Materials		\$ 56.56	\$ -
AP-CH7-1Teacher	Toys for Understanding Teacher Materials		\$ 101.59	\$ -
AP-CH8-1Group	Atoms On Display Student Materials		\$ 63.13	\$ -
AP-CH8-1Teacher	Atoms On Display Teacher Materials		\$ 389.40	\$ -
AP-CH9-1Group	Sports On The Moon Student Materials		\$ 63.31	\$ -
AP-CH9-1Teacher	Sports On The Moon Teacher Materials		\$ 43.78	\$ -
AP-MUDG-1Group	Multi Unit Equipment All Chapters Student Materials		\$ 875.16	\$ -
AP-MUDCCC-1Teacher	Multi Unit Equipment All Chapters Teacher Materials		\$ 924.33	\$ -

TRAINING

PDDAY-AP	Professional Development - 1 Day		\$ 2,800.00	\$ -
PDDAY2-AP	Professional Development - 2 Consecutive Days		\$ 4,500.00	\$ -
PDWEBINAR-AP	Product Support Implementation Webinar - 3hours		\$ 850.00	\$ -

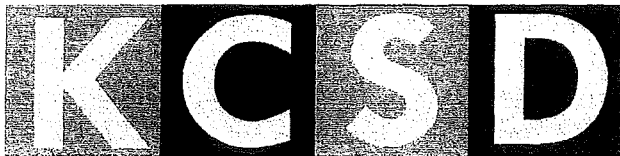
Notes:

	Percentage	SUBTOTAL	\$ 595.20
Enter Discount to the right in the yellow box	0%	Discount	\$ -
		Shipping	\$ -

Estimate Valid Until:
10/21/2022

Total \$ 595.20

***Professional Development Days must be scheduled more than 4 weeks in advance. For quicker service, please contact your Sales Rep.**



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.

Activate Learning
Vendor Name

SASC, LLC. Activate Learning. 44 Amagerone Crossway #7802.
Vendor Address Greenwich, CT 06830

(646) 502-5231
Vendor Telephone

awhittet@activatelearning.com
Vendor Email Address


Signature by Vendor's Authorized Representative

Andrew Whittet
Print Name

8/22/2022
Date



TERMS OF USE FOR KENTON SCHOOL DISTRICT

Activate Learning ("the Company" or "We") operates this website and related sites, portals, and online services (collectively, "the Site") to provide services that include instructional content, services, support functionality and applications.

YOUR USE OF THE SITE IS SUBJECT TO THESE TERMS OF USE ("TERMS" OR "AGREEMENT"). BY ACCESSING OR USING ANY PART OF THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE UNDER THE AGE OF 18, REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THIS WEBSITE OR USE ANY SERVICE OR SOFTWARE TO ACCESS OR USE THIS WEBSITE.

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complete information about yourself when registering or otherwise providing information regarding your account and to update your account data to keep it accurate and complete and to log out when you conclude each session. You agree that we may store and use the information you provide for maintaining your account. You also agree not to misrepresent your identity or affiliation with any person or entity, including (but not limited to) using another person's username, password, or other account information. Violations of our security systems may result in civil or criminal liability. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security of which you are aware. We will take every effort to ensure your online security, but we are not liable for any loss or damage arising from your failure to comply with these provisions.

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Returns

- Customer must provide 30-day notification to cancel any active digital subscriptions.
- No late fees will be charged for items returned within 30 days of purchase date.
- You may return any unused merchandise, in fully saleable condition in its original packaging within 30 days of the receipt of your order for a full refund.
- All returns require a written authorization from Activate Learning.

LIMITATIONS OF USE

You agree not to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortious; defamatory; false or misleading; obscene; vulgar; libelous; hateful; or discriminatory.
- Violate the rights of others, including patent, trademark, trade secret, copyright, privacy, publicity, contract or other proprietary rights.
- Harass or harm another person.
- Exploit or endanger a minor.
- Impersonate any person or entity.
- Introduce or engage in activity that involves the use of viruses, bots, worms, Trojan horses, Easter eggs, time bombs, spyware or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized access to or use of a computer or a computer network.
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This Agreement is effective until terminated by either party. You may terminate this Agreement at any time by destroying all materials and related materials obtained from Company and the Site and ceasing utilization of the Site, while fulfilling all obligations incurred by you prior to your termination of use of this Site. This Agreement will terminate immediately without notice from Activate Learning or this Site, if in their sole discretion you fail to comply with any term or provision of the Terms, if you infringe on any third party's rights, or if you engage in conduct that is illegal, tortuous or that

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INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ACTIVATE LEARNING, ITS AFFILIATES, SUBCONTRACTORS AND OTHER PARTNERS, AND EACH OF THEIR RESPECTIVE OFFICERS, AGENTS, PARTNERS AND EMPLOYEES, FROM AND AGAINST ANY LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), LIABILITIES, CLAIMS OR DEMANDS, DUE TO, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, YOUR BREACH OR ALLEGED BREACH OF THIS AGREEMENT, YOUR VIOLATION OR ALLEGED VIOLATION OF THE RIGHTS OF ANY THIRD PARTY, OR ANY CONTENT THAT YOU POST OR OTHERWISE SUBMIT ON, THROUGH OR IN CONNECTION WITH THE SITE.

GENERAL

You may not assign this Agreement, in whole or in part, without the Company's prior written consent and any attempted assignment in violation of this provision shall be null and void. No waiver of any default, condition or breach of this Agreement shall constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise. Our failure to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of the provision and all terms and conditions shall remain in full force and effect. The terms of this Agreement shall be construed and enforced in accordance with the laws of the State of Kentucky, U.S.A, without regard to its conflicts of laws provisions and regardless of your location. Any provision found unlawful by a court or regulator having jurisdiction shall be deemed to be severed from the Agreement but such

severance shall have no effect on the enforceability of the remaining provisions of the Agreement. This Agreement is non-exclusive; nothing in this Agreement shall prevent the Company from entering into similar arrangements with, or otherwise providing service to, any other person or entity. The provisions of this Agreement which by their nature are intended to survive termination of this Agreement (including, but not limited to, representations, warranties, guarantees, indemnifications, remedies and/or forum selection) shall survive the termination of this Agreement. This Agreement represents the entire agreement between you and the Company and supersedes all other prior agreements between the parties.