



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

Issue Paper

DATE:

July 14, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Dixie Heights High School contract with Eduspire Solutions in regards to use of their E-hallpass system for the 22-23 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The E-hallpass system allows for a contactless hall pass, limits the number of hall passes available at any given time and has the ability to keep students from meeting up during instructional time. By limiting the number of students that can have a pass at the same time it also allows for location control.

FISCAL/BUDGETARY IMPACT:

The cost of the program based on student enrollment is \$3250.00 and all costs will be paid using SBDM funds.

RECOMMENDATION:

Approval for Dixie Heights High School to contract with Eduspire Solutions in regards to use of their E-hallpass system for the 22-23 school year.

CONTACT PERSON:

Teresa Catchen/Roddy Stainforth


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.



www.eduspiresolutions.org

Software Quote

Quote Number:	00002122	Quote Date:	20-Jul-22
Term Start Date:	01-Jul-22	Term End Date:	30-Jun-23
Invoice Date:	22-Jul-22	Purchase Order:	

Customer Data	
School or District	Kenton County SD
Building	Dixie Heights High School
Address City, State, ZIP	1055 Eaton Drive Ft Wright, KY 41017
Contact	Teresa Catchen
Phone	859-426-4900
Email	teresa.catchen@kenton.kyschools.us
Memo	2022/23 Licensing fees at \$3 per student

Product	Quantity	List Price	Sale Price	Discount	Total Price
EHP01: e-hallpass - Annual Software License	1,300.00	\$3.25	\$3.00	\$0.00	\$3,900.00

List Price Subtotal	\$3,900.00
Prorated Software License Discount	\$
Total Discount Amount	\$0.00
Grand Total	\$3,900.00

Customer Instructions

Thank you for your business!
P.O. Box 10261, Lancaster, PA 17605-0261
855-338-7747



Software Quote

www.eduspiresolutions.org

Please issue Request for Invoice or Purchase Order (if required) electronically to:
accounting@eduspiresolutions.org

Or send physical check to:
Eduspire Solutions LLC
P.O. Box 2012
Southeastern, PA 19399

Please call 1-888-401-2011 or email accounting@eduspiresolutions.org with any additional questions.

If you request credit card payments to be enabled for your invoice, a 3% payment processing fee will be automatically added to your invoice.

Need a W-9 for Eduspire Solutions? Get it here:
<https://tinyurl.com/es-w9-2021>

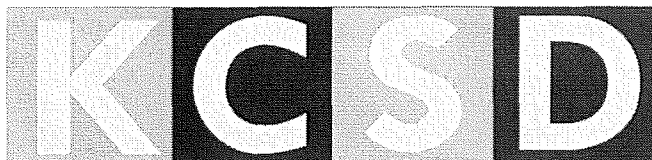
Thank you for your business!
P.O. Box 2012, Southeastern, PA 19399
855-338-7747

TERMS AND CONDITIONS OF USE:

1. **Software Service:** Under this Quote, Eduspire Solutions ("Eduspire") agrees to provide a limited non-exclusive Software License for Customer via web access to the Software for use by students, teachers and administrators within the building(s) indicated above. Customer agrees to utilize software in accordance with the Terms of Use as posted electronically within the Software or available at <https://eduspiresolutions.org/terms-of-use/>.
2. **Software License Term:** The Term of Software License granted by Eduspire is an annual term, which may be pro-rated in the first year of service from the Quote Date through the next June 30, unless otherwise stated. Terms automatically renew for subsequent years from July 1 - June 30 unless terminated by Customer at least 30 days prior to renewal for any reason including Budgetary Non-Appropriation. All future invoices will be issued at the then-current Software License Fees. Any changes to future Software License Fees or any associated fees will be disclosed in writing to the Customer at least 30 days prior to the end of each Term. Customer will not be entitled to refunds for any portion of the then-current Term upon termination of their Software License once the Term has begun. Eduspire has the right to terminate Customer's Software license immediately for any violation of the Terms of Use. Eduspire also has the right to terminate Software provided via this Agreement for convenience with at least 30 days written notice. In the event of termination of convenience by Eduspire, Customer will be entitled to a pro-rated refund for the current Term.
3. **Implementation and Other Fees:** Standard Implementation Fees include implementation of the Software without any customization. Eduspire will work with designated Customer building technical support staff who will be responsible for implementation and maintenance of Software within Customer's building and integration with any applicable school systems. All paid implementation includes remote video training for a designated staff and leadership team at the school. Other consulting or customization fees may apply if work requested is deemed out-of-scope, and travel and living expenses will apply if Eduspire staff onsite presence is requested.
4. **Upgrades:** Eduspire, from time to time, may provide upgrades and enhancements to the Software. It will make available to Customer all general upgrades, but not necessarily all upgrades will be available without additional cost (i.e., there may be specific upgrades or enhancements available for additional cost, or upgrades that affect only specific Customers).
5. **Intellectual Property:** All intellectual property pertaining to the Software, including any applicable trademarks and copyrights, is and shall remain the sole property of Eduspire. Customers will not attempt to copy or otherwise reverse-engineer or create derivative works from the Software, nor will they provide any information regarding the operation of the Software to any other parties. Customer shall not publish videos, screenshots, or other information regarding the software operation publicly without the prior permission of Eduspire.
6. **Public Disclosure:** Customer grants Eduspire the right to publicly disclose the fact that Customer is using the Software for Eduspire's advertising and other promotional purposes unless otherwise stipulated by Customer in writing.
7. **Limited Warranty:** Eduspire warrants that the Software will perform substantially during the Term. Eduspire does not warrant that the Software is error-free. Eduspire's sole obligation with respect to its limited warranty is limited to commercially reasonable efforts either to the repair of defects in the Software or to the provision to Customer of an avoidance procedure upon notification by Customer of the deficiency within the Term.
8. **Limitation of Liability:** THE SOFTWARE IS PROVIDED TO CUSTOMER FOR ITS USE ON AN AS-IS AND AS- AVAILABLE BASIS. THE MAXIMUM LIABILITY OF EDUSPIRE, ITS EMPLOYEES AND REPRESENTATIVES, FOR ALL DAMAGES, CLAIMS OR LOSSES WHATSOEVER, INCLUDING THOSE RELATING TO ANY ERROR, FAILURE, MALFUNCTION, OR DEFECT OF THE SOFTWARE, OR ANY NEGLIGENCE OR OTHER MALFEASANCE BY EDUSPIRE, SHALL NOT EXCEED THE AMOUNT OF FEES FOR THE SOFTWARE AND RELATED SERVICES ACTUALLY PAID BY CUSTOMER DURING THE TERM WHEN DAMAGES WERE INCURRED.
9. **Indemnification:** Customer shall defend, indemnify and hold harmless Eduspire and its partners, officers, employees, agents, and assigns from all losses, damages, liabilities, deficiencies, actions, judgments, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees), which may be incurred or imposed upon Eduspire or Customer relating in any way to their use of the Software.
10. **Taxes:** Customer is responsible for paying any applicable federal, state, or local taxes relating to the Software and related services provided. Eduspire will invoice Customer and Customer will be responsible for paying all such taxes unless Customer provides Eduspire with a valid tax exemption certificate or proof of Customer's direct payment of such tax amounts.
11. **Confidentiality:** Customer agrees to keep all pricing and related items of this Quote strictly confidential unless required to disclose them based on administrative, regulatory, legislative, executive, or judicial requirements, or at the request of any other legitimate governing authority. All school and user data is kept confidential in accordance with the Eduspire Privacy & Security Policy (<https://www.eduspiresolutions.org/privacy-policy/>)
12. **Entire Agreement:** This Quote is a complete and exclusive statement of the agreement between the parties with respect to its subject matter, and supersedes all prior oral and written communication between the parties about its subject matter. Quote is only valid for 30 days after the Quote Date unless otherwise stated. Acceptance of the Terms and Conditions of this Quote is effective upon Customer's issuance of a Purchase Order for this Quote and/or subsequent Invoice Payment.

Thank you for your business!

P.O. Box 2012, Southeastern, PA 19399
855-338-7747



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.

Eduspire Solutions LLC

Vendor Name

PO Box 10261, Lancaster, PA 17605

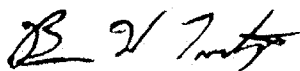
Vendor Address

855-338-7747

Vendor Telephone

accounting@eduspiresolutions.org

Vendor Email Address



Signature by Vendor's Authorized Representative

Brian Tvenstrup

Print Name

7/19/2022

Date

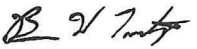
**Kenton County Board of Education Amendment
To the Software Terms of Use with Eduspire Solutions LLC**

For its relationship with Kenton County Board of Education, the Standard Terms of Use of Eduspire Solutions (<https://eduspiresolutions.org/terms-of-use/>) are hereby modified as follows.

Section 13: Choice of Law/Severability is amended to read as follows:

This Agreement and the performance of the parties hereunder will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to such State's principles of conflicts of laws. The parties consent to the jurisdiction of the federal and commonwealth courts of Kenton County, Kentucky, within the city of Covington, Kentucky. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

Eduspire Solutions LLC

Signed: 

Name & Title : Brian Tvenstrup, President

Date: 9/22/2022

Kenton County Board of Education

Signed: _____

Name & Title: _____

Date: _____