

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

Issue Paper

DATE:

10/21/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve The purchase of TCI Teacher Licenses for Social Studies Teachers to use at Summit View Academy

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 08.2321 Copyrighted Materials

HISTORY/BACKGROUND:

TCI is a digital curriculum resource for Social Studies Teachers in Grades K-12. Through the purchase of this site license teachers in grades 6-8 would have curriculum resources that are vetted and aligned to the KY Academic Standards. This would allow for more strategic planning to occur and meet the academic needs of our students.

FISCAL/BUDGETARY IMPACT:

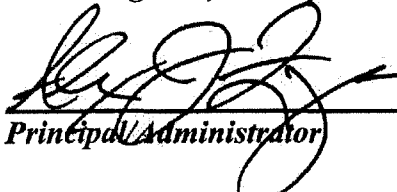
SBDM 7000 Budget: \$413.00

RECOMMENDATION:

Approval to Purchase of TCI Teacher Licenses for Social Studies Teachers to use at Summit View Academy.

CONTACT PERSON:

Alex Fangman, Principal


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

10/21/2022 (Quote is valid for 60 days)

Thank you for your interest in TCI products. Quotes generated online through our website are not stored or available for TCI employees to access and/or view. Please read our FAQs at <https://www.teachtci.com/faqs> if you need further assistance.

Description	Item Number	Quantity	Price	Total
Middle School (6-8) Social Studies: Teacher License (2 Yrs)	MS-SS-TL-02	1	\$413.00	\$413.00
			Subtotal	\$413.00
			Sales Tax	\$0.00
			Shipping (5%)	\$0.00
			Total	\$413.00
For AK and HI orders, adjust shipping to 15%				

And now for the fine print!

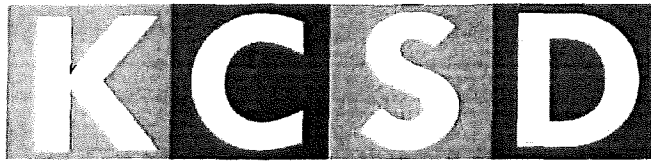
Due to widespread supply chain issues including a paper shortage, you may experience extended shipping delays for print orders.

Shipping: The Shipping amount shown on the quote is only an estimate based on TCI's ground shipping rates. TCI ships all non-license items for regular domestic orders at a ground shipping rate 5% of the order subtotal or \$10.00 minimum. Online license orders do not incur a shipping or handling fee. Print orders can be expedited to any domestic location at 15% of the order subtotal or \$20.00 minimum. Science Materials Kits can be expedited to any domestic location at 25% of item subtotal. All print orders to Alaska or Hawaii are shipped via expedited shipping at 15% of the order subtotal or \$20.00 minimum. All Science Materials Kit orders to Alaska or Hawaii are shipped via expedited shipping at 25% of item subtotal. TCI cannot ship to P.O. Box, APO or FPO addresses. TCI does not ship to international locations. If your order includes physical items, you must provide a US destination for shipping. TCI will not complete international customs forms or any other documentation required for international shipments. TCI is not responsible for any applicable duty, customs charges, or taxes. All items ordered (both print and digital) are included on the commercial invoice sent with any physical shipment, and all items may be subject to the tax and duties of the resident country. All orders ship FOB shipping point.

Sales Tax: Read our FAQs for information on Sales Tax.

Payments: All orders must be accompanied by a form of payment. We accept district and school purchase orders. Individual or personal orders must be prepaid by credit card, check, or money order.

Quote Details: Quotes generated online through our website are not stored or available for TCI employees to access and/or view. This quote is not an offer. Prices are subject to change at any time. When you are ready to order, visit <https://shop.teachtci.com> or email your purchase order to info@teachtci.com.



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.

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



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, revenue, data or profits, arising from or in connection with the Licenses or any product or service provided hereunder. [Contact Sales >](#)

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