



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

Issue Paper

DATE:

October 3, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve Approve a one-year license agreement with Sumdog, Inc. for software to support R.C. Hinsdale's fourth and fifth grade students in Math content and RTI.

APPLICABLE BOARD POLICY:

08.2321 Copyrighted Materials

HISTORY/BACKGROUND:

Hinsdale's fourth and fifth grade teachers have found Sumdog to be a valuable tool supporting our students in RTI and with general content. Sumdog offers engaging games and practice sessions that help students succeed in math and we would like to renew this license.

FISCAL/BUDGETARY IMPACT:

ESSER Funds will pay for the \$1,068 subscription cost


RECOMMENDATION:


Approval to Approve a one-year license agreement with Sumdog, Inc. for software to support R.C. Hinsdale's fourth and fifth grade students in Math content and RTI.

CONTACT PERSON:

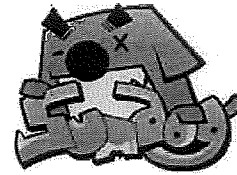
Mr. Josh Feldmann, R.C. Hinsdale Principal


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.



Sumdog Inc.
902 Broadway, 6th Floor
New York, NY 10010
USA
info@sumdog.com
877 978 6364

Thank you for requesting a quote for a Sumdog subscription on behalf of:

R.C. Hinsdale

Amount: \$1,068

Product(s): Math (4th and 5th grade)

Coverage: 178 students

Starts: when ordered

Ends: one year later

Sumdog Quote Reference: Q377016083

Valid Until: 11/30/2022

Contact Information: Sarah Whalen

646-593-8770

www.sumdog.com

Sumdog is distributed in the US by Sumdog Inc (902 Broadway, 6th Floor, New York, NY 10010, EIN 35-2503565)


THE KENTON COUNTY BOARD OF EDUCATION

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 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.

Sumdog Inc

Vendor Name

902 Broadway, 6th Floor, New York, NY 10010

Vendor Address

877-978-6364

Vendor Telephone

privacy@sumdog.com

Vendor Email Address

DocuSigned by:
Greta Harrison
327307FE9794400

Signature by Vendor's Authorized Representative

Greta Harrison

Print Name

9/16/2022

Date



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Sumdog Terms

Whenever you use Sumdog, you must make sure that you understand and accept these terms. If you don't understand them, please ask someone - for example, a parent or teacher - to help you with them.

If you are a student, you need permission from a parent, a guardian or (when at school) a teacher before you use Sumdog. Also, your parent, guardian or teacher will need to register on your behalf. There may be additional restrictions, which vary from country to country, below certain age limits.

If you're a parent or a teacher registering for a child to use Sumdog, you are also responsible for making sure your children don't break these terms.

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About Sumdog

The website <http://www.sumdog.com>, including all related Sumdog materials and merchandise (from now on, we'll call all these "Sumdog") is operated by Sumdog Ltd (from now on, "We", "Our" or "Us"), of which Sumdog Inc is a subsidiary.



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In these Terms of Use,

"Personal Information" means information which allows an individual to be identified;

"Children's Personal Information" means Personal Information collected from users under the age of 18;

"Device" means the electronic device with which you access and use Sumdog;

"Teacher User" means a user who has registered for a Sumdog teacher login;

"Parent User" means a user who has registered for a Sumdog parent login;

"Student User" means a user who has been given login details for a Sumdog student login from a Parent User or a Teacher User;

"Sumdog Family" means a family account on Sumdog, set up by a Parent User

"Sumdog School" means a school account on Sumdog, set up by a Teacher User

"Educational Institution" has the definition given below, in the Teacher Users section.

Teacher Users

To sign up for a Sumdog teacher account, you must be

over 18 years of age, and

employed to work with students by a recognized Educational Institution (Your Educational Institution)

We define an Educational Institution as a bricks-and-mortar institution, which

is located at a single postal address, with a single internet connection;

educates students who physically attend the institution (away from their normal homes);



teach those students.



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As a Teacher User of Sumdog, you undertake to

keep your login secure;

take reasonable precautions to maintain the security of logins for students at
Your Educational Institution

Parent users

You may only sign up as a Parent User if you are over 18 years of age.

Using Sumdog

You may:

use Sumdog only for your personal education and entertainment, or for teaching students in Your Institution, or for the personal education and entertainment of members of your Family;

download, store or print materials on Sumdog, for your own personal use, or for use at Your Institution, or by members of your Family.

And when using Sumdog, you agree that you will:

show respect and consideration to other users;

be responsible for any actions which take place under your Sumdog login, and under any Sumdog logins you create, including payment of any fees incurred;

keep your login details private, and tell us straight away if you think someone knows them, or has used them;

give us true, complete information about yourself, and about any users for whom you create logins, and tell us if it changes;

only use Sumdog in a manner that is consistent with these Terms and Conditions.



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able to access it;

we will not necessarily monitor all of the materials put on Sumdog by its users;

we may remove or change the services Sumdog offers if we wish.

And you agree that you will NOT try to do these things:

Use someone else's Sumdog login, or any parts of Sumdog that you're not authorised to use;

Give us false information about yourself, or about anyone else, or pretend to be someone you aren't;

Do something likely to offend or hurt another Sumdog user;

Alter or disrupt Sumdog;

Put onto Sumdog, or send through Sumdog...

- 1 personal information about anyone, including real name or contact details, except when we ask you;
- 2 bulk messages, commercial messages, chain letters or anything like these;
- 3 anything which may disrupt or harm software, hardware or communications;
- 4 anything which untrue, illegal, inappropriate, or which may be offensive or damaging to others;
- 5 anything which infringes someone else's rights or privacy.

...or help anyone else to try to do these things.

If you use Sumdog in any way that doesn't fit with these Terms, we may do whatever we think is necessary, including immediately terminating your use of Sumdog.

Your data



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Copyright and copying

Unless otherwise stated in these Terms, or in writing by us, we (or our Licensors) own the copyright, trademarks and all other intellectual property rights in any materials on Sumdog.

When you put any materials on Sumdog, you accept that...

we may choose to monitor what you put on Sumdog;

you keep all rights you have in those materials;

you may not submit anything owned by someone else, unless they have given you permission first;

if we think it's right to do so, we may remove your materials, or to refuse to make them available;

you grant us an irrevocable, unlimited, non-exclusive, royalty-free, worldwide licence to use your materials, or create work based on them, in whatever way we wish;

you irrevocably and unconditionally waive the benefit of any provision of law known as moral rights of authors, or any similar law in any country, for ever, in respect of that material.

And you confirm that...

you have the right to put those materials on Sumdog

And you may not...

reproduce, or make available to others, Sumdog's content;

modify or create derivative works from Sumdog's content.

... or help anyone else to do any of these things, unless you already have written permission from Sumdog.



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If you set up or join a Sumdog School, you must make sure that

the account is set up on behalf of the Educational Institution that employs you;

only staff who are currently employed by Your Educational Institution to work with its students can be teacher members of that Sumdog School;

only students who are currently educated at your Educational Institution can be student members of that Sumdog School;

if you give us anyone else's personal data, you warrant that you have all required permissions for doing so.

If you are a member of, or wish to join, a Sumdog School that doesn't meet any of these conditions, you should contact us.

If you have a Sumdog teacher account, and cease to be a member of staff at the Sumdog School you have joined, you must leave that account. If this is prevented by the site (for example, if you're the last teacher remaining on the account) you should contact us.

Sumdog Subscriptions

Although much of Sumdog is free of charge without time limit, we also offer access to additional materials on a subscription basis (from now on, we'll call these "Sumdog Subscriptions").

The benefits of each Sumdog Subscription will be published on Sumdog. We may change the price or benefits for any Sumdog Subscription at our discretion.

When purchasing any Sumdog Subscription, you accept that

fees for Sumdog Subscriptions are billed in advance;

if any fees are not paid when they are due, we may terminate or suspend your Sumdog Subscription immediately;

Sumdog Subscriptions are not transferable – and may not be resold – either partly or in their entirety;

any discount codes are not transferable, and may only be used once, unless otherwise agreed by us in writing; and



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cancelled before the end of the period you purchased, you will not be given any refund;

any part of your Sumdog Subscription that has been provided for you as a result of someone else's agreement with us, for example as a donation, is dependent on that person keeping to the terms of that agreement;

if your subscription is terminated, your account will automatically revert to a free Sumdog login, and be subject to the restrictions of that login.

And you confirm that

Any payment methods, such as credit or debit cards, that you provide to us are yours, or that you have the authority to provide them.

Delivery

Sumdog Subscriptions are all delivered online, so you won't receive anything physical.

We will let you use the services your Sumdog Subscription covers as soon as we accept your order.

Sumdog Subscriptions for schools

When ordering a Sumdog Subscription on behalf of an Educational Institution, you confirm that

you are a member of staff at that Educational Institution;

you have the authority to place the order on behalf of that Educational Institution.

Renewal of Sumdog Subscriptions

Before we issue an Educational Institution with an invoice for the next subscription period, at least 28 days before the end of the current subscription

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At least 14 days before the end of the current subscription period, we will send the Educational Institution's representative an invoice for the next subscription period.

The service will terminate at the end of the current subscription period if we have not received confirmation (written or oral) that the Educational Institution wishes to renew its Sumdog Subscription.

If, despite receipt of confirmation that the Educational Institution wishes to renew its Sumdog Subscription, our invoice has not been paid when due, we reserve the right to suspend or terminate the service at any time.

Acceptable use

When you purchase a Class Subscription, it is intended for use with one specified standard-sized class of students.

When you purchase for a whole grade or a whole school, we'll ask you how many students you need to cover with your subscription.

We won't be concerned if, during your subscription, you needing to add a few more students than you anticipated when purchasing. However, you may not let your subscription cover considerably more students than was intended. If we find that this is happening, we may take action, including terminating your subscription, or invoicing your educational establishment to cover your additional usage for the full duration of the subscription. Examples of unacceptable use include repeatedly transferring a class subscription between different classes or students, or allowing many more students than were originally requested to be covered by a school or grade/year subscription.

We may check that your use of your Sumdog Subscription is compatible with the information you gave us, or the product you chose, when purchasing.

Sumdog Subscriptions for parents and guardians

Parents or guardians can purchase personal subscriptions for children in their family. Please note we are currently supporting two different family subscription models. When purchasing such a subscription, you accept that

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we will charge the initial subscription fee, including any applicable taxes, to your chosen payment method as soon as you agree the purchase;

we will only accept your order once full payment of this initial fee has been received;

after you agree a purchase, we will continue to bill ongoing fees and any other charges incurred on that subscription to your chosen payment method, unless the subscription is cancelled;

only direct relatives of that child (parents or guardians) can be connected to the child's account;

each subscription is not transferable. Whereby the subscription applies to a child, the subscription is personal to one child. Whereby the subscription applies to a family, the subscription is personal to the family

where a child's Sumdog login is also connected to his or her school account, some features may be disabled during school hours, at the discretion of the school.

Third Parties and External Links

Sumdog may carry links to websites which aren't under our control. We are not responsible for these websites, or their content, or any offers they make to you.

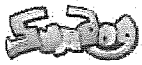
Any dealings you have with them are completely independent of us, and we cannot be held responsible if you suffer damage or loss as a result.

Changes to these terms

We may modify these terms from time to time, in which case we will notify you by posting the new version on the Sumdog website.

It's your responsibility to be aware of the current terms. Any changes apply as soon as they are posted, and if you use Sumdog after that, you show that you accept the updated terms.

Other terms

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We will not be liable for any loss occurring as a result of using Sumdog. If you wish to make any claim against another user arising from their use of Sumdog, you will pursue it only against them, independently of us.

You agree that you fully indemnify us against all claims, liability, losses, costs and expenses – including legal fees – suffered by us which arise from a breach of this agreement by you, or from your use of Sumdog, or from use of Sumdog by any other person who accesses Sumdog using your Login Details, computer or internet account, as permitted by law. Furthermore, you agree that you are fully responsible for such claims, losses, costs and expenses or liabilities, as permitted by law.

Nothing in these terms limits your rights as a consumer under law, or limits our liability for death or personal injury resulting from our negligence or that of our employees or agents.

Contact details:

USA

Sumdog Inc
902 Broadway
Manhattan
NY 10010
USA

International

Sumdog Ltd
43 Queensferry Street Lane
Edinburgh
EH2 4PF
Scotland, UK

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