



# Issue Paper

**DATE:**  
03/19/2023

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** The sales contract with Stukent Mimic Social Simulation for Simon Kenton High School to purchase 100 student licenses for the 2023-2024 school year.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Stukent is a multi-use simulation that we utilize for a few of our classes in the PLCS department. This software package includes the Social Media simulation (Mimic Social Simulation), and an Social Media Marketing Certification Exam as well as some pre-created curriculum that we can utilize in the areas that align with the Kentucky Standards. This software is primarily utilized for the Simulation software. The simulation, Mimic Social Simulation, is utilized in our digital marketing class and allows students to utilize the simulation to create a real world experience of marketing for a business on Social Media. With the current technology constraints in place, this allows them to interact with a simulated Social Media account within a controlled safe environment with no access to the risks of the outside world.

**FISCAL/BUDGETARY IMPACT:**

\$1000 – School Allocation

**RECOMMENDATION:**

**Approval** to the sales contract with Stukent Mimic Social Simulation for Simon Kenton High School to purchase 100 student licenses for the 2023-2024 school year.

**CONTACT PERSON:**

Heather Piper, Jeff Bonlander, Craig Reinhart

  
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.*



## Renewal Quote | Simon Kenton HS | Jeffrey Bolander

**Kenton School District**

**Jeffrey Bonlander**

jeffrey.bonlander@kenton.kyschools.us  
859-960-0290

Reference: 20230317-153943534

Quote created: March 17, 2023

Quote expires: October 3, 2023

Quote created by: Matthew Sadler

Customer Success Manager

matthew.sadler@stukent.com

+12087100563

### Comments from Matthew Sadler

### Products & Services

Item & Description	Quantity	Unit Price	Total
MIMIC Social Simulation   1 School Year Limited Access - Up to 100 Students	1	\$1,000.00	\$1,000.00
Marketing Strategies eBook   1 School Year Limited Access - Up to 100 Students	1	\$0.00	\$0.00
Social Media Marketing Certification Exam   1 School Year Limited Access - Up to 100 Students	1	\$0.00	\$0.00

### Subtotals

One-time subtotal		\$1,000.00
	<b>Total</b>	<b>\$1,000.00</b>

### Purchase terms

Licenses are for the 23/24 school year, the licensing period is 7/1/2023 through 6/30/2024

### Questions? Contact me



Matthew Sadler  
Customer Success Manager  
matthew.sadler@stukent.com  
+12087100563

Stukent, Inc.  
1690 International Way  
Idaho Falls, ID 83402  
US

# Terms and Conditions

## **Stukent – Internet Marketing Courseware**

Welcome to Stukent. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use which are a legally binding contract between you and Stukent, which together with our privacy policy govern Stukent's relationship with you in relation to this website. If you disagree with any part of the terms and conditions, please do not use our website.

The term 'Stukent' or 'Website' or 'Us' or 'We' refers to the owner of the website which provides the Services (as defined below) to you subject to and conditioned upon your acceptance of these Terms.

The term 'you' refers to the user or viewer of our website and 'services' stands for using our simulation games with a valid user account or browsing the <http://www.stukent.com> website.

Stukent may update and change any or all of these Terms, including but not limited to the fees and charges associated with the use of the Services. If we update or change these Terms, we will post the updated Terms & Conditions [here](#).

## **Intellectual Property Rights**

Unless otherwise stated, all intellectual property rights in the website and material on the website are owned by Stukent and are protected by laws of intellectual property and copyright protection. This material includes, but is not limited to the logo, the design, layout, look, appearance and graphics, other information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags ("Content"). The Content is protected by applicable intellectual property and other laws, including patent, trademark, and copyright laws. All Content and all intellectual property in the Content belongs to and is the property of Stukent or its licensors (if any).

Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Subject to the license below, all the intellectual property rights are reserved. All trademarks reproduced in this website, which are not the property of, or licensed to Stukent, are acknowledged on the website. These may include large commercial brands that are used in the scenarios to better illustrate complex business cases

The Stukent logo is a trademark and the property of Stukent, Inc. The appearance, layout, color scheme, and design of the [stukent.com](http://www.stukent.com) site is protected trade property. You do not receive any right or license to use them, except when Stukent grants permission through its partner or re-seller programs. Any unauthorized use of the Content or any Services may violate patent, copyright, trademark, and other laws. You agree to cooperate with Stukent to prevent any unauthorized copying of the Services or Content.



**You must not:**

(a) Republish material from this website (including republication on another website);

(b) Sell, rent or otherwise sub-license material on the website

(c) Reproduce, duplicate, copy, reverse engineer or try to otherwise exploit material on our website for a commercial purpose, except in the situation that Stukent has specifically approved this in writing

(d) Redistribute material from this website except for content specifically and expressly made available for redistribution (such as our e-mail newsletter, brochures, or case studies).

(e) Use the Services in any manner that could damage, disable, overburden, or impair any Stukent website or interfere with any other party's use and enjoyment of the Services.

(f) Sharing licenses, even among teammates, close friends, family, and other students is strictly prohibited, and can result in being banned from the Stukent platform).

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions above.

**Notice of copyright claims**

Pursuant to claimed copyright infringement under United States copyright law should be sent to support[at]stukent[dot]com. ALL INQUIRIES NOT RELEVANT TO THE SERVICES WILL RECEIVE NO RESPONSE.

If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access thereto) from the Services by contacting our copyright agent and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

3. Your name, address, telephone number and (if available) e-mail address.

4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

6. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers to and account holders of Stukent who are repeat infringers.

### **License to use website**

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements. The Services that are available may change from time to time, and Stukent may choose to discontinue some or all of the Services, at its discretion.

You can access the [stukent.com](http://stukent.com) public website without registering for an account but you must register to gain access to the full range of Services. Your use of the Services is governed by these Terms regardless of whether you have registered or not. In the case your registration and/or access data is transmitted to a third party with or without your consent they will abide by these exact terms and conditions.

To register, you must provide Stukent with personal information, including your name, a valid personal or work e-mail address, and other information specified in the registration form ("Registration Data"). By registering, and in consideration of the use of the Services, you warrant that: (i) the Registration Data that you provide about yourself is true, accurate, current, and complete; and (ii) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You authorize Stukent to confirm the truthfulness and accuracy of the Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, Stukent has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Stukent has the right to suspend or terminate your license and refuse any and all current or future use of the Services.

By registering for, or accessing and using, the Services, you acknowledge receipt of, and signify your agreement to, the Stukent Privacy Policy, found at [www.stukent.com/privacy-policy/](http://www.stukent.com/privacy-policy/) and incorporated herein by reference.

Membership in or use of the Services is void where prohibited. By using and/or viewing this site, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited by law from using the Services.



Stukent may, at its sole discretion, delete all of your data, images, content, and information upon your course's end, or after a long period of inactivity from the user.

Access to the Stukent digital books is for life. Lifetime is defined as the lifetime of the product. If the product is ever discontinued, Stukent has no liability to continue to provide the services and the user agrees that all services have been fully delivered and were satisfactory. There is no continuing liability on the behalf of Stukent with regards to the user.

Access to the Stukent simulations is granted for the lifetime of the product. The customer has the ability to play through all of the rounds allotted one time. After completion of the final round, the customer will continue to have access to the simulation and data, but will no longer be able to play additional rounds without purchasing another license.

### **Limitation of liability**

The information on the public version of <http://stukent.com> website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

Your use of the Services is subject to and expressly conditioned on your compliance with these Terms. If you fail to comply with the Terms or any other guidelines and rules published by Stukent, we may terminate and/or suspend your access to any portion of the Services at no liability to you. Any such termination or suspension shall be at Stukent's sole discretion and may occur without prior notice, or any notice. Stukent further reserves the right to terminate or suspend any user's access to the Services or to any portion of the Services in response to any conduct or activity that Stukent believes is or

may be directly or indirectly harmful to other users (including but not limited to distributed denial of service (DDoS) or other attacks directed at our website), to Stukent or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local or foreign laws or regulations.

Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our website, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our website, whether direct or indirect, and whether arising in tort, contract, or otherwise.

We disclaim all warranties regarding the security of the services. In no event will we be liable in any way if information that you provide to us or collected through the services

is accidentally released by us or accessed by third parties without our authorization or consent.

Stukent's provision of the Services is subject to existing laws and legal process, including our rights and obligations to cooperate and comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill).

Nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability, which cannot be excluded or limited under applicable law.

You understand and agree that the foregoing limitation of liability is an agreed allocation of risk and an essential part of this agreement. You understand and agree that absent your agreement to this limitation of liability, Stukent would not provide the services to you.

If, notwithstanding the other terms of this agreement, Stukent is determined to have any liability to you or any third party for any loss, harm or damage, you agree that the aggregate liability of Stukent and its officers, directors, managers, employees, affiliates, agents, contractors or licensors shall in all cases be limited to the total amounts actually paid by you for the services in the six month period preceding the event giving rise to such claim.

### **Personal data policy**

Confidential customer data is the property of the customer. Stukent will not use personally-identifiable confidential data without prior customer consent or for purposes other than marketing communications of our services. Stukent may use aggregate de-identified customer data and statistics for internal analysis and external marketing purposes. The privacy of your information is important to us. We only use the information you provide as permitted by our Privacy Policy and applicable law.

### **Payment**

Depending on your account type you will be prompted to pay for the ordered services using online payment. You understand that transactions are not processed by Stukent and as such any request for information or claim which is payment related will have to be directed towards the payment processor and not Stukent. Stukent partners with carefully selected payment processing companies.

***\*Bookstore orders must have a minimum order value of \$500.***



## **Refunds**

### **Stukent Courseware Refunds**

A "no-questions-asked" refund can be issued for the Stukent courseware except if any one of the two following instances has occurred:

- 1.) Access was purchased more than 14 days ago.
- 2.) The second round of any Stukent simulation (*excluding the Mimic Intro Simulation*) has already been completed.

### **Support**

Not all user accounts benefit from Stukent support or implicitly the same level of support. We attempt to respond to support questions within one business day; We do not promise or guarantee any specific response time.

### **Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a username and password to enable you to access restricted areas of our website or other content or services, you must ensure that the user ID and password is kept confidential. You accept responsibility for all activities that occur under your user ID and password. You must immediately notify us of any unauthorized use of your password or account by sending an e-mail to [support@stukent.com](mailto:support@stukent.com). We may disable your user username and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

### **Communications**

You understand and agree that the Services may include certain communications from Stukent, its users, its agents or partners including service announcements and administrative messages and that these communications are considered part of your Stukent user license rights and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Services as Stukent considers, including the release of new Stukent properties, shall be subject to these Terms.

You agree that we can use your personal or company name and logo in connection with marketing and promoting the Services.

Stukent takes commercially reasonable efforts to protect the privacy and security of the information that you provide to us or that you collect or submit while using the services. The transmission of data or information (including communications by e-mail) over the internet or other publicly accessible networks is not secure and is subject to possible loss, interception, or alteration while in transit.

The Services may involve communication with other users through chat areas, news groups, forums, communities, personal web pages, calendars, and/or other messaging or communication facilities. You agree to use the Communication Services only to post, send and receive messages and material that are appropriate and related to the particular Service, as determined by Stukent at its sole discretion. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

We reserve the right to review materials posted to a Communication Service and to remove any materials at our sole discretion but undertake no obligation to monitor the Communication Service. We reserve the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

**Links to third party sites**

The Services may contain links to third-party web properties ("Linked Sites"). These properties are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Linked Sites are provided to you only as a convenience, and the inclusion of any Linked Site does not imply endorsement by us of the Linked Site or any association with its operators.

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with United States law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the United States. For international settlements, any such arbitration shall be held in London, England, and the language of the proceedings shall be English.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion.

**Entire agreement**

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Services.

**Notices**

The parties agree that any notices of a dispute or other communications addressed to us will be sent by certified or registered mail, return receipt requested to the contact address set forth on the contact page of the website, and deemed delivered as of the date of signing of the return receipt or the first date of a refusal to sign

Stukent, Inc. reserves the right to access and share user results and information of the simulation to others. We respect your privacy and will not share any of the data with the username or any way that the user could be identified without the user's expressed and/or written consent.

## PERSONAL INFORMATION

Following is a list of all the types of personal information Stukent holds as well as the sources of that information. Included, when applicable, is information regarding with whom we share personal information, what we do with that information and how long we keep the data.

**User names:** User names originate from user registration on our platform. User names are used to identify specific users and for providing technical support. User names are also used to identify users to instructor and peers.

**Phone Numbers (US only):** Phone numbers originate from user registration on our platform. These phone numbers are used to communicate with users for technical support and for notification of events in the platform. Phone numbers are never shared.

**Email Addresses:** Email addresses originate from user registration on our platform. Email addresses are used to uniquely define users and to contact users about platform events. Email addresses may be used for marketing purposes. Users utilize provided email addresses in order to access their personal user accounts.

**Outcomes:** Outcomes are grading data that originate from simulations and quizzes within our platform. Outcomes are available to the instructor of a course in which a user is enrolled. Outcomes are also available to the Stukent technical support team in order to provide technical support to users. Outcomes are also used to determine when a Stukent Certification is provided.

**Scores/Results:** Scores/results originate from the simulations within our platform. Scores/results are available to the instructor of a course in which a user is enrolled. Scores/results are also available to the Stukent technical support team in order to provide technical support to users. Scores/results are used in some cases to calculate grade information.

**Access Tokens:** Access tokens originate from user registration on our platform. Access tokens are used to identify users. Access tokens are available to the user in order to access applications in the platform. Access token are also available to the Stukent technical support team for technical support purposes.

## ACCOUNTABILITY & MANAGEMENT

Stukent has appointed a Data Protection Officer (DPO). All members of the company's management team have been made aware of the information in our GDPR. Our technical security is up to date with encryptions from our 3rd party provider. Our staff has been trained about the importance of privacy and our user data.

## SOFTWARE WITH ACCESS TO USER INFORMATION



We use the following software that has access to user information:

### **Hubspot**

Hubspot is a third-party company that serves as a CRM for managing sales contacts. Hubspot collects user's first names, last names and email addresses so that we can update users about products and offerings. They also collect IP addresses to know the geographic areas of users; knowing such information helps Stukent reach out to users at appropriate times.

Hubspot also tracks which webpages of the company website users visit. This tracking helps us offer content that users are interested in based on user browser history. This tracking is also used by course consultants in addressing material that is relevant to users.

Hubspot's analytics capabilities are used by Stukent. Hubspot collects information based on cookies.

### **Google Analytics**

Stukent uses Google Analytics, which tracks user's sessions as they interact with the site. Terms of use are covered under Google's Terms of Service found (<https://support.google.com/analytics/answer/7108387>) here.

### **Calendly**

Calendly is used to set up meetings. Individuals first and last names and email addresses are input into Calendly. Information is subject to Calendly terms of service and is removed when a Calendly account is closed.

### **Yotpo**

Yotpo is the platform used to publish reviews of Stukent products. Submitted first and last names are stored within the Yotpo platform. Information is subject to Yotpo terms of service and privacy policy.

Yotpo user data is also shared with Hubspot and Zendesk (see below).

### **GoToWebinar**

Users' first and last names and email addresses are shared with GoToWebinar, which retains this information for one year before it is removed. This information is also kept by Stukent for future marketing opportunities and can be removed upon request.

### **ZenDesk**

Users provide their first and last names and email addresses to the customer support solution ZenDesk. Zendesk shares that data with other third-party tools for analysis. That data is available for anonymization upon request.

### **Domo**

Domo is a business analytics platform. It only stores data that has been voluntarily provided by users through other systems, including Stukent Home, Hubspot, and Zendesk. Users' first and last names and email addresses may be brought into this system; this data is available for anonymization upon request.

Stukent operates outside of the US and in the EU and has appointed a representative within the EU.

Stukent reports data breaches involving any personal data to the local authorities and to the individuals for whom data was breached.

Stukent contracts in place with any data processors with whom data is shared.

#### ADDITIONAL USER RIGHTS

By emailing [support@stukent.com](mailto:support@stukent.com), Stukent users may:

- request access to their personal information.

- update their own personal information.
- request deletion of their personal data.
- request a stop to the processing of their data.
- request that their data be delivered to themselves or to a third party.
- easily object to profiling or automated decision making that could impact them.
- unsubscribe from all communication and have their information removed.

Stukent does not automatically delete data that a business no longer has any use for, but we can remove data upon request from users.

#### CONSENT

The Stukent platform asks for consent via our Terms and Conditions checkbox when the processing of an individual's information begins.

The Stukent privacy policy has been written in clear and understandable terms, and it is as easy for our customers to withdraw consent as it was for them to provide it initially.

Stukent does not work outside of higher education in the European Union; accordingly, Stukent does not require age verification or parental consent.

Stukent informs existing customers within the platform when the Stukent privacy policy is updated.

#### FOLLOW-UP

Stukent regularly reviews policies for changes, effectiveness, changes in handling of data and changes to the state of affairs of other countries to which data flows.

#### SPECIAL CASES

Stukent understands when a DPIA for high-risk processing of sensitive data must be conducted.

Stukent only transfers data outside of the EU to countries that offer an appropriate level of protection.





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](http://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.

Stukent, Inc.  
Vendor Name

1690 International Way, Idaho Falls, ID 83402  
Vendor Address

(855) 788-5368  
Vendor Telephone

justin.welter@stukent.com  
Vendor Email Address

*Justin Welter*  
Signature by Vendor's Authorized Representative

Justin Welter  
Print Name

3/31/2022  
Date