



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

Issue Paper

DATE:

7/19/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve: the agreement of 7 annual subscriptions for Summit Professional Education to provide access to quality professional development for staff occupational and physical therapists.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Kenton County School District has consistently purchased 7 annual subscriptions for OT and PT staff to access quality professional development. Once the subscription is renewed, all OTs and PTs will have full access to utilize the program. This program provides both instructional professional development as well as data collection resources to determine student progress.

FISCAL/BUDGETARY IMPACT:

\$1,819.93 with annual renewal paid out of Special Education: IDEA

RECOMMENDATION:

Approval to: the agreement of 7 annual subscriptions for Summit Professional Education to provide access to quality professional development for staff occupational and physical therapists.

CONTACT PERSON:

Danielle Rice, Director of Special Education



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.



Group Learning Quote

Bill To:

Kenton County School District
1055 Eaton Drive
Fort Wright, KY 41017

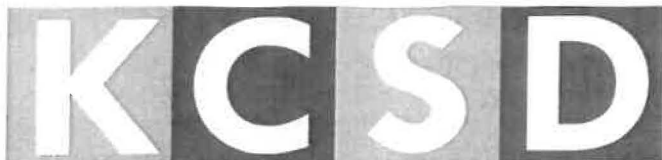
Date: August 1, 2023

Purchase Order	Payment Schedule

Description	Total
<u>All-Access Subscription:</u> 12-months of unlimited access to live workshops, live webinars, and online courses for continuing education for PTs, OTs, and SLPs. 1. Kelsey Blau 2. Jessica Dalton 3. Julia Price 4. Janaye Ponzer 5. Bridget Sherman 6. Jane Zembrodt 7. Jaclyn Zenni	
Fee Structure	
7 @ \$259.99/person	\$1819.93
Total Due	\$1819.93

Thank you for your business!
Make all checks payable to *Summit Professional Education*
PO Box 908, Franklin, TN 37065

Phone [1-800-433-9570] Fax [615-376-8233] customerservice@summit-education.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.

Summit Professional Education, LLC

Vendor Name

PO Box 908 Franklin, TN 37065

Vendor Address

615-376-8828

Vendor Telephone

accounting@summit-education.com

Vendor Email Address

Jennifer Allen

Signature by Vendor's Authorized Representative

Jennifer Allen

Print Name

07/14/23

Date

Summit Subscription - Terms & Conditions for Kenton County School District

Updated: 07/14/2023

Set forth below, together with the description and pricing of the products and services found at <https://summit-education.com/subscription>, are the terms and conditions which apply to your purchase of a Summit Professional Education ("Summit", "we" or "us") product subscription plan (a "subscription"). Subscribers are also subject to the rules and restrictions applicable to the individual live in-person and online programs and workshops applicable to all event attendees and users. Please read these terms and conditions carefully before purchasing any subscription. You should understand that by purchasing a subscription, you agree to be bound by these terms and conditions.

1. **Subscriber Status and Contract Formation.** By placing your order for a subscription, you warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old. After placing an order either over the telephone or through our website, you will receive an email from us confirming your purchase. This agreement will relate only to the subscription we have confirmed in the email. When you place an order you will also be asked to provide your telephone (including mobile) number and will be given the ability to consent to receive text updates regarding your order, courses, and account (including marketing promotions and offers). Should you accept or "opt-in" you will have been deemed to have provided your express written consent to such service and agree to promptly update us of any changes in your telephone number and other contact information. The agreement to opt-in to receive messages send via an autodialer is not a condition of any purchase and you can opt out at any time
2. **Trial Subscriptions.** From time to time, we offer trial subscriptions. At any time during the trial subscription, you can cancel by contacting our Customer Care department by phone or email. Prior to your trial subscription ending, we will remind you that your trial subscription is ending and that if you continue with a regular subscription you are agreeing to the terms and conditions of our subscription service, including auto-renewal detailed above.
3. **Monthly Payment Plan.** From time to time, we offer a monthly payment plan for the yearly subscriptions to select customers. With a monthly payment plan, you agree, upon choosing this payment method, to be obligated and legally bound to pay the entire year's subscription in monthly installments, subject to your cancellation rights in paragraph 5. Even if you choose to cancel the subscription during that one year payment period after the first thirty days, you are still responsible for the remainder of the monthly payments and will be responsible for the cost of collection if Summit must pursue collection or legal action for the remainder of the payments. With the monthly payment plan, the yearly subscription and applicable taxes will be divided by exactly twelve (12) months. The first installment will be billed when the subscription begins and approximately every thirty (30) days thereafter to the credit card or payment method associated with the order. Summit will not charge you interest charges or fees with your monthly payment plan, but your credit card company may do so based on the terms and conditions of your individual credit card agreement.
4. **Cancellation.** You may cancel your regular subscription and receive a full refund at any time within thirty (30) days of purchase and prior to completing a course and taking a test for CE credit. An automatically renewed term may be cancelled for a full refund within the first thirty

(30) days of the renewal term and prior to completing a course and taking a test for CE credit during the renewal term. Once you complete a course and take the test to receive your CE credits, there is no refund. To cancel your subscription within the time period(s) allowed, contact our Customer Care department. Your failure to adhere to this agreement or any of the rules or policies applicable to our live or online workshops may also result in the cancellation of your subscription by us without refund.

5. **Attendance at In-Person Programming.** In order to attend in-person live programs and workshops, you must register in accordance with our standard procedures for such events. Once registered, substitutions of live programs and workshops may be made at any point as long as such substitutions are made at least ten (10) days prior to the scheduled event. If you fail to substitute or cancel registration at a live program or workshop at least ten (10) days prior to the scheduled event and do not attend, you will be charged at \$20.00 non-attendance administrative fee to your credit/debit card on file. Failure to attend live programs or workshops without appropriate substitution or cancellation may result in the cancellation of your subscription by us without refund.

6. **Interruptions in Service.** There is no guarantee of a minimum number of in-person live programs in any given location during the term of any subscription, and live events are subject to cancellation based on minimum attendance requirements and weather and other factors that may be outside of our control. We are also subject to the rules of the third party venues we contract to host these events, including their regulations on matters of public health. There is also no guarantee to number of live streams/webinars or online video/text courses available through our website. Summit reserves the right to add, remove or exchange entire courses or specific access to any courses at any time for any subscriber or subscription type. While every effort is made to keep our website and your access to content up and running 24/7 (other than for scheduled maintenance), there can be no guarantee of uninterrupted service and we take no responsibility for, and will not be liable for, our website being temporarily unavailable due to technical issues beyond our control.

7. **ADA Accommodations for In-Person Programming.** ADA accommodations will be made in accordance with the law. If you require ADA accommodations, please email your request to our Customer Care department immediately after completing your registration for the program. We cannot ensure the availability of appropriate accommodations without prior notification. You should notify us at least thirty (30) days before the class if you require special needs or assistance.

8. **Price and Payment Method.** The prices for our subscriptions and the offering and acceptance of promotions, vouchers, or discounts (including for any renewal periods) are made in our absolute discretion and are subject to change. Payment for all products and services must be made by credit or debit card. We accept payment with American Express, Visa and Mastercard. We reserve the right to change the payment methods we accept at any time.

9. **Warranty.** We warrant to you that your purchased subscription will conform with its description on our website and be reasonably fit for the purposes for which products and services of that kind are commonly supplied. YOU AGREE TO USE OUR PRODUCTS AND SERVICES AT YOUR OWN RISK. SUMMIT DOES NOT GUARANTEE THAT YOUR USE OF OUR PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. OTHER THAN AS EXPRESSLY WARRANTED IN THESE TERMS AND CONDITIONS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY. WE DO NOT

MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR NONINFRINGEMENT.

10. **Liability.** OUR ENTIRE LIABILITY ARISING FROM THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, WILL NOT EXCEED THE THEN EXISTING PRICE FOR YOUR SUBSCRIPTION. SUMMIT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) ARISING OUT OF THIS AGREEMENT. Nothing in this agreement excludes or limits our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11. **Written Communications.** Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. **Transfer of Rights and Obligations.** This agreement is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, subcontract or otherwise dispose of this agreement, or any of our rights or obligations arising under it, at any time during the term of this agreement.

13. **Intellectual Property Rights.** We are the owner or the licensee of all intellectual property rights as to our website, the material and contents on our site, and all live in-person and online programs and workshop materials, whether registered or unregistered. These works are protected by copyright laws and all such rights are reserved. You must not use any part of our copyright materials for commercial purposes without first obtaining a license to do so from us and our licensors.

14. **Employer/Contractor Access.** To the extent your subscription is arranged or provided by your employer or other contracting party, such employer or contracting party shall receive or have access to information concerning your participation and use of the services.

15. **Events Outside Our Control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this agreement or with respect to a subscription that is caused by events outside our reasonable control (a "Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, civil commotion, riot, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, flood, earthquake, or other natural disaster. Our performance under this agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under this agreement may be performed despite the Force Majeure Event.

16. **Waiver.** If we fail, at any time during the term of this agreement, to insist upon strict performance of any of your obligations under this agreement or any of these terms and

conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this agreement, such failure will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

17. **Entire Agreement; Severability.** These terms and conditions and any instruments or materials expressly referred to herein constitute the whole agreement between us with respect to your subscription and supersede all previous discussions, correspondence, negotiations, arrangement, understanding or agreement between us relating to your subscription. We each acknowledge that, in entering into this agreement, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or referenced herein. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract. Nothing in this clause limits or excludes any liability for fraud. If any of these terms and conditions or any provisions of this agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. **Our Right to Vary These Terms and Conditions.** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the terms and conditions in force at the time that you purchase your subscription from us, unless any change to those terms and conditions is required to be made by law or governmental authority (in which case it will apply to all purchases previously placed by you), or if we notify you of the change to those terms and conditions before your next renewal and you do not cancel such renewal (in which case we have the right to assume that you have accepted the change to the terms and conditions). If you have are offered a payment plan for a yearly subscription, that offer is only valid for the term of that subscription and that payment plan may not apply to future subscriptions.

19. **Law and Jurisdiction.** This agreement and any dispute or claim arising out of or in connection with it or your subscription purchase (including non-contractual disputes or claims) will be governed by Kentucky law, without respect to its conflict of laws provisions. Any dispute or claim arising out of or in connection with this agreement or your subscription purchase (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts located in the State of Kentucky. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the State of Kentucky.