



Lebanon County School District | It's about ALL kids

## Issue Paper

**DATE:**

8/23/2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve a sales contract with Gopher the parent company of K-2 and 3-5 Spark PE Curriculum for White's Tower Elementary for the 2023-2025 school years.

**APPLICABLE BOARD POLICY:**

01.1-Legal Status of the Board

**HISTORY/BACKGROUND:**

SPARK is dedicated to creating, implementing, and evaluating research-based programs that promote lifelong wellness. SPARK strives to improve the health of children and adolescents by disseminating evidence-based physical activity and nutrition programs that provide curriculum, staff development, follow-up support, and equipment to teachers of Pre-K through 12th grade students. The focus of SPARK is the development of healthy lifestyles, motor skills, movement knowledge, and social & personal skills.

**FISCAL/BUDGETARY IMPACT:**

\$781.76/ESSR II CRRSA Act

**RECOMMENDATION:**

Approval of sales contract with Gopher the parent company of K-2 and 3-5 Spark PE Curriculum for White's Tower Elementary for the 2023-2025 school years.

**CONTACT PERSON:**

Tony Procaccino

  
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.



# Invoice

**Please remit to:**  
NW5634  
PO Box 1450  
Minneapolis, MN 55485-5634

**Bill To:**  
Whites Tower Elementary School  
2977 Harris Pike  
Independence KY 41051  
United States  
**Billing Contact:**

**Reference invoice number on all payments**  
**Invoice Number:** #IN310655  
**Pay via Credit Card [here](#)**

**Customer Number:** 5038996  
**Terms:** Net 30  
**Invoice Date:** 08/23/2023  
**Due Date:** 09/22/2023

**Balance Due:**

## \$781.76

**Order Number:** #OR308324  
**Your PO Number:**  
**Ship To:** Whites Tower Elementary School  
**Shipping Contact:**

Item	Qty Ordered	Qty Shipped	Unit Price	Extended Price
21-900 SPARK - K-2, Set 2 (Manual/Music CD/3-year Subscription), 2020	1	1	\$349.00	\$349.00
40-872 SPARK - 3-6, Set 2 (Manual/Music CD/3-year Subscription), 2020	1	1	\$349.00	\$349.00

EVERY PRODUCT IS BACKED BY OUR UNCONDITIONAL  
**100% SATISFACTION GUARANTEE**

800-533-0446

customercare@gophersport.com



IN310655



## Invoice

Please remit to:  
NW5634  
PO Box 1450  
Minneapolis, MN 55485-5634

<b>Subtotal:</b>	\$698.00
<b>Shipping, Handling &amp; Processing:</b>	\$83.76
<b>Sales Tax :</b>	\$0.00
<b>Invoice Total:</b>	\$781.76
<b>Balance Due:</b>	\$781.76

FOB Shipping Point

Pay via Credit Card [here](#). Invoices not paid within the due date are subject to a finance charge of 1% per month. Thank you for your prompt payment.

Thanks for your order! Tracking numbers are below for your reference.

702399560759

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**100% SATISFACTION GUARANTEE**

800-533-0446

customercare@gophersport.com



IN310655



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.

The Prophet Corporation, dba Gopher Sport

Vendor Name

2525 Lemond St SW, Owatonna, MN 55060

Vendor Address

855-899-9560

Vendor Telephone

ryanreimers@gophersport.com

Vendor Email Address



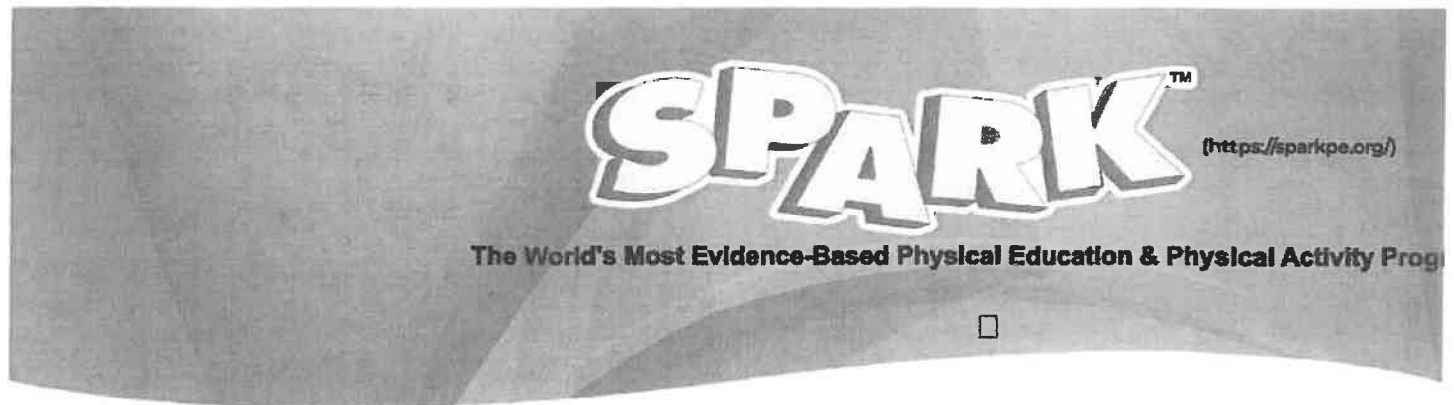
Signature by Vendor's Authorized Representative

Ryan Reimers, Chief Operating Officer

Print Name

08/23/2023

Date



# Privacy Policy

## [Legal Terms](#)

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## Legal Terms

### Copyright/Use

1) The information available through this website is the property of SPARK PE and is protected by copyright and other intellectual property laws. Any printouts using or referencing content from this website shall contain the following copyright notice: "Copyright SPARK PE, ALL RIGHTS RESERVED," along with SPARK PE's logo that appears above. You agree not to reproduce, retransmit, photocopy, distribute, disseminate, sell, publish, broadcast, or circulate the information received through this website to anyone without the express prior written consent of SPARK PE. Copying and distributing SPARK PE's original copyright-protected content to third parties from this website is forbidden.

2) SPARK PE reserves the right to monitor your use of this website to ensure compliance with this Agreement. If it is determined you are not in compliance with this Agreement, SPARK PE reserves the right to take such action as is deemed necessary. Systematic access or extraction of content from this website, including the use of "bots" or "spiders," is prohibited.

Updated: June 2020

## Privacy Policy

SPARK PE is committed to preserving and safeguarding your right to privacy online. We have created this Privacy Policy to demonstrate our commitment to protecting your privacy. You should be fully aware of what happens to your personal information when you visit [sparkpe.org](https://sparkpe.org). If you have any questions or privacy concerns that are not answered here, we invite you to [contact us \(https://www.sparkpe.org/about/contact\)](https://www.sparkpe.org/about/contact).

**Choice:** SPARK PE uses and discloses information in accordance with an organization's or professional's choice to restrict the use of the information. If you are resident of California, please see the section of this Privacy Notice entitled "[California Residents](#)" for an overview of your California rights.

**Accountability for Onward Transfer:** Information is disclosed to third parties only for the purposes described in the notice and as permitted under applicable law. If information is shared with third parties, SPARK PE requires contracts with those third parties that include limitation on use, provisions regarding compliance with comparable standards of security and data handling procedures as SPARK PE provides. SPARK PE remains liable for meeting the Privacy Principles if third-party agents that it engages to process personal data on its behalf do so in a manner inconsistent with the Privacy Principles, unless SPARK PE can prove that it is not responsible for the event giving rise to the damage.

**Data Integrity and Purpose Limitation:** SPARK PE employs substantive measures to produce high-quality, timely, and reliable data, including direct contact with educational institutions and professionals, as well as quality assurance procedures during data collection and processing. Personal information is used in a manner that is compatible with the purposes for which it was collected or authorized.

**Access, Correction and Deletion:** SPARK PE provides organizations and professionals with access to their business information within SPARK PE's databases and with an opportunity to correct verified inaccuracies.

**Data Security:** SPARK PE applies appropriate technical, physical, and administrative data security measures to protect data against unauthorized access and disclosure.

**Accountability:** SPARK PE seeks to adhere to its Privacy Principles through ongoing compliance, training, documentation, assessment, and dispute resolution initiatives.

This online privacy notice describes the Data Privacy practices that are applicable to SPARK PE. This website may provide links to other websites that may employ different information management practices. We encourage you to carefully read the online privacy notices of these other websites to ensure that you understand their practices and the relevant distinctions.

## What Information Do We Collect?

Personal information is generally defined as information that, by itself or in combination with other information, identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, device or household ("Personal Information"). Personal Information can include, but is not limited to, your name, address, telephone number, email address, username and password, IP Address or other online identifiers, browsing or search history, credit/debit card number or other financial information, professional or employment-related information, office address and other business information, demographic information, consumer preferences, location information, or any other type of information that, directly or indirectly, can be linked to or is reasonably capable of being associated with you.

We also collect information about website visitors indirectly through standard web logs, such as IP addresses, browser types (e.g., Internet Explorer), areas of the website that are visited, and the website from which a visitor came. We routinely use this web log information in the aggregate in order to administer and improve our website. While some of this data may be traceable to an individual, we only seek to identify individuals whom we believe are using our website for improper purposes.

## How Do We Use and Share Information?

SPARK PE uses the individual and business identifiable information that we collect to operate our website, to communicate with website visitors and customers, and to carry out transactions that you request or authorize.

SPARK PE shares information with third-party service providers such as payment processors, shipping and mail providers, web hosting and cloud service providers, data analytics suppliers, targeted advertising networks, and legal compliance advisors, in order to support SPARK PE Internet websites and business operations. SPARK PE contractually requires that these recipients only use the information for the intended purpose of the disclosure and that they destroy or return the information when it is no longer needed.

From time to time, SPARK PE compiles online and offline transaction and registration information for internal analyses, such as market research, quality assurance, customer experience, and operational benchmarking initiatives.

## You Have Choices

SPARK PE respects your privacy preferences and offers the following ways through which you may control how we contact you and disclose your information. We will honor your requests accordingly.

**SPARK PE Email Marketing:** We provide individuals with the opportunity to opt out of receiving SPARK PE promotional emails, newsletters, and updates about new SPARK PE features, products, and services. You may opt out of receiving such promotional communications by [sending us an email](#) (<https://www.sparkpe.org/about/contact>) or calling SPARK PE Customer Service at 833-737-275. You may change your preferences at any time. We may continue to send you transactional or service-related emails, such as communications regarding your account or subscription service, despite your desire to not receive promotional or marketing email messages.

**SPARK PE Direct Mail Marketing:** We provide businesses and organizations with the opportunity to place themselves on our company's internal Do Not Mail list should they no longer wish to receive catalogs or promotional mailers. You may be placed on this list by [sending us an email](#) (<https://www.sparkpe.org/about/contact>) or by calling SPARK PE Customer Service at 855-858-5501. We may continue to send you transactional or service-related correspondence despite your desire to not receive marketing mailers.



**Website Use Information:** You have additional choices regarding website use information that our third-party advertisers and partners may collect or receive through the employment of cookies, Web beacons, pixel tags, clear GIFs, and other similar media. Please see the "Third-Party Advertisers" section below for more information.

## Cookies, Web Beacons, and How We Use Them

We design the layout and features of our website so that new visitors may anonymously learn about our products and services without revealing their identities. For new visitors, we use cookies or Web beacons to collect limited data, such as the date, time, and areas of our website that are visited, as well as the website from which the new visitor came. When you select one of our products or services, register for a newsletter or email alert, or complete a survey, we may try to identify your browser; and we may combine information from cookies, Web beacons, and other information collected online with other data that we maintain about you. By improving the features, marketing, and content of our website and by making your online experience more convenient and meaningful, we are able to better serve our customers' needs.

A cookie is a small text file that is stored on your computer's hard drive and that often includes an anonymous unique identifier. When you visit a website, that website's computer asks your computer for permission to store this text file in a section of your hard drive that is specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it. Your browser will only permit a website to access the cookies that it has previously sent to you and not the cookies sent to you by other websites. Some of our business partners, such as third-party advertisers, may use cookies that originate from their websites. We have no access to, or control over, these cookies. For more information, please see the "Third-Party Advertisers" section below. We use cookies to store login or other information on your computer, which serves to improve our website functionality and tailor our services to your preferences and interests. For certain services, we offer users the ability to store a user ID or password within a cookie so that they do not need to reenter it when they subsequently return to our website. Cookies, in conjunction with our Web server's log files, allow us to calculate the aggregate number of people visiting our website and to assess which parts of the site are most popular. This information helps us to constantly improve our website and better serve our customers. We do not store credit/debit card numbers in cookies. Most Internet browsers allow users to decide whether to accept cookies and how long to keep them on their hard drive. You may reset your browser to refuse cookies and still use our website, although website access and functionality may be slower and less convenient.

A Web beacon is a graphic image, such as a pixel tag or clear GIF, which is placed on a Web page or in an email message to monitor user activity, such as whether the Web page or email message is accessed or clicked. They are often invisible because they are very small in size. They are also used on many Web pages for alignment purposes. We sometimes use Web beacons to provide an independent accounting of how many people visit our website or to gather statistics about browser usage on our website. Some of our Web pages and HTML-formatted email newsletters use Web beacons in conjunction with cookies. It is difficult for you to limit the use of Web beacons because there is no easy way to distinguish their use from alignment and other purposes. Web beacons may also be loaded from a different Web server than the rest of the page.

## Disclosure or Sale of Personal Information

Except as noted herein, SPARK PE does not sell or share your Personal Information with any person or entity outside of SPARK PE.

We may disclose certain portions of your Personal Information to analytics providers, advertising networks, and other service providers or third parties for certain business purposes as identified above, and receive something of value in exchange for this disclosure. As referenced in the table of Personal Information we collect, use and share, the Site uses cookies to deliver content specific to your interests, analyze how visitors and customers interact with our Site, and for other purposes disclosed above. We may employ other companies to provide similar marketing services on our behalf. With our approval, these third parties may also place "cookies" for analysis purposes. These third-party companies will have access to the information needed to perform their functions but cannot use that information for any other purpose. We do not use cookies to store credit card information or other financial information. You are not required to accept cookies. However, certain functionality of the Site may not work properly (if at all) if you reject cookies.

Depending on where you reside, the disclosure of your cookie identifiers, including your IP address, in exchange for certain third-party services may be considered a sale of your Personal Information, and you may have the right to opt-out of any such sale of your Personal Information by SPARK PE.

This Site may use Google Analytics and Google Tag Manager, which are web analytics services that use cookies to analyze your use of our Site. The information collected by these cookies about your use of the Site (including your IP address) is transmitted to and stored on a Google server in the United States. Google uses this information to assess your use of the Site, providing reports on data such as how often you visit, what pages you view when you visit, and what other websites you have visited prior to visiting our Site. Google may transfer this information to third parties, if required by law or if third parties process the information on behalf of Google. View an overview of Google's data privacy practices for Google Analytics <https://support.google.com/analytics/answer/6004245> (<https://support.google.com/analytics/answer/6004245>). For more information on Google's privacy practices generally, please review Google's privacy policy at <https://policies.google.com/privacy> (<https://policies.google.com/privacy>). To opt-out of being tracked by Google Analytics, you may be able to download and install the Google Analytics Opt-out Browser Add-on <https://tools.google.com/dlpage/gaoptout> (<https://tools.google.com/dlpage/gaoptout>).

SPARK PE allows cookies, IP addresses and marketing information to be collected and managed by our third-party marketing vendors in order to provide you with targeted ads based on what you appear to be interested in as a result of your activity online, both on our Site and elsewhere. You can opt-out of receiving targeted ads served by us or on our behalf by clicking here.

If you opt-out, you will still see ads but they will not be personalized based on your online activity. Please note that if you disable your cookies or upgrade your browser after opting out, you will need to opt-out again. Further, if you use multiple browsers or devices you will need to execute this opt-out on each browser or device.

You can also generally opt-out of receiving targeted ads from third-party advertisers and ad networks who are members of the Network Advertising Initiative (NAI) by visiting <http://optout.networkadvertising.org/> (<http://optout.networkadvertising.org/>). You may opt-out of receiving targeted advertisements from other companies that perform interest-based advertising services, including some that we may work with, via the Digital Advertising Alliance (DAA) site at <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). Please note that when using the ad industry opt-out tools described above, you may need to execute opt-outs for each browser or device that you use, and that other companies' opt-outs may function differently than our opt-out.

Certain areas of the Site may integrate with social media sharing services which will let you share content from the Site with other online services. Your use of such features may enable the sharing of information with your friends or the public, depending on the settings you establish with the relevant social sharing service. Please review the privacy policies of those social media services for more information about how such services handle the information you provide to or share through them.

SPARK PE neither collects nor sells the Personal Information of minors under 16 years of age.

## Data Security

SPARK PE implements commercially reasonable security measures to protect information against unauthorized access and disclosure. These measures include technical, physical, and administrative data security safeguards. SPARK PE requires employees to complete appropriate training on data management and security practices.

There is no such thing as "guaranteed security," whether conducting business online or offline. Having established this fact, SPARK PE employs commercially reasonable and appropriate data security safeguards that are consistent with our business operations and generally accepted industry standards.

Data security is our priority, and we commit ourselves to safeguarding our customers' data. We do this by:

- Establishing policies and procedures for securely managing information
- Protecting against unauthorized access to customer data by using data encryption, authentication, and virus detection technology, as required
- Requiring service providers with whom we do business to comply with relevant Data Privacy legal and regulatory requirements
- Monitoring our website through recognized online privacy and security organizations
- Continually assessing our Data Privacy, information management, and data security practices

## Data Retention

SPARK PE retains information for as long as an account is active or as needed to provide services. We retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

## Children

SPARK PE's website is not targeted, intended or expected to be of use to children. User provided contributions of content or contact information regarding or about children are expressly prohibited.

## Changes to SPARK PE's Data Privacy Practices

If we make material changes to our information management and Data Privacy practices, we will post these changes on our website in order to keep you informed of how we collect, use, manage, disclose, and protect our information assets. Such changes will be posted in this section of our online privacy notice, and the policy effective date will be updated accordingly.

## Your Use of Our Website Is Consent

By using our website, you hereby consent to our collection, use, management, retention, and disclosure of your information as described in this notice.

## California Residents

California Civil Code Section 1798.83 permits customers who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please see the Access and Correction section above for contact information.

Starting January 1, 2020, under the California Consumer Privacy Act (the CCPA) residents of the state of California have the following rights:

**You have the Right to Access Information About Collection, Disclosure and Sale of your Personal Information** over the past 12 months. [Click here for additional details.](#)

[Additional information about The Right to Information About Collection, Disclosure and Sale of your Personal Information](#)



- [Click here \(https://gophersport.com/ccpa\)](https://gophersport.com/ccpa) and fill out the form to complete your Right to Information about Collection, Disclosure and Sale of your Personal Information request. The information you provide will only be used to fulfill your CCPA request. This form is managed by Gopher Sport, our dissemination partner.

**You have the Right to Deletion of information you have shared with us subject to certain exceptions.** Click here for additional details on these exceptions.

#### Additional information about your Right to Deletion

- [Click here \(https://gophersport.com/ccpa\)](https://gophersport.com/ccpa) and fill out the form to complete your Right to Deletion request. This form is managed by Gopher Sport, our dissemination partner.

You have the **Right to Opt Out of the Sale of Your Personal Information**, unless such personal information was collected from a government source.

You also have a **Right Not to be Discriminated Against** for exercising your CCPA rights. You do not need to request this right, this is a right we will always give you in regard to any CCPA rights request.

If you would like to exercise your CCPA rights over the phone, please call us and clearly state that you are a resident of the state of California and wish to exercise your CCPA rights. We will ask for additional information to verify your identity.

We reserve the right to use a third party to verify your identity and this third party may require additional information for verification purposes. The data you provide will only be used to fulfill your CCPA request.

Please see below for the categories of personal information about California consumers that we have collected, sold and disclosed for a business purpose over the past 12 months:

#### Categories of Personal Information Collected

## Contact

If you have any questions or comments about this Policy, the Services, or your dealings with SPARK PE, please [contact us \(/contact\)](#).

SPARK PE intends to strictly enforce this Policy. If you believe there has been some violation of this Policy, please contact SPARK PE.

*This Policy as last updated on June 15, 2020.*

## Let's Be Friends

Stay connected to hear about new upcoming events!

<https://twitter.com/sparkphysed>  
<https://www.facebook.com/sparkphysed>  
<https://www.instagram.com/sparkphysed>  
<https://www.linkedin.com/company/sparkphysed>  
<https://www.youtube.com/channel/UC9mUcYm7D1k6nU9mUcYm7D1>



[https://twitter.com/intent/user?screen\\_name=SPARKPhysEd](https://twitter.com/intent/user?screen_name=SPARKPhysEd)

**ARK PE** ([https://twitter.com/intent/user?screen\\_name=SPARKPhysEd](https://twitter.com/intent/user?screen_name=SPARKPhysEd))

@SPARKPhysEd ([https://twitter.com/intent/user?screen\\_name=SPARKPhysEd](https://twitter.com/intent/user?screen_name=SPARKPhysEd))

Starts in 1 hour! (5pmPT/8pmET) SPARK June Webinar: Units to Invigorate Your PE Program - New SPARK K-12 Activities [bit.ly/3TrwoLH](https://t.co/BHYCYCRsWt) (<https://t.co/BHYCYCRsWt>) #physed (<https://twitter.com/search?q=%23physed&src=hash>) <https://twitter.com/UC9mUcYm7D1k6nU9mUcYm7D1> (<https://t.co/UC9mUcYm7D1k6nU9mUcYm7D1>)

#### About Us

About SPARK (<https://sparkpe.org/about-spark>)

Contact Us (<https://sparkpe.org/contact>)  
International (<https://sparkpe.org/international>)  
SPARK Partners (<https://sparkpe.org/spark-partners-list>)  
Private Policy (<https://sparkpe.org/privacy-policy>)

### Resources

FAQs (<https://sparkpe.org/faqs>)  
Blog (/blog)  
Webinar Archive (<https://sparkpe.org/webinar-recordings>)  
Active Schools (<https://sparkpe.org/active-schools>)  
Teacher of the Year (<https://sparkpe.org/TOY>)  
Upcoming Events (<https://sparkpe.org/upcoming-events>)  
COVID Relief Funding (<https://sparkpe.org/federal-funding/>)

### Resource Sites

SPARKacademy.org (<https://www.sparkecademy.org/>)  
SPARKfamily.org (<https://www.sparkfamily.org/>)

### **GOPHER SPORT**

Discover Gopher Sport's family of brands!

### **GOPHER**

(<https://www.gophersport.com/>)

### **PLAYwith a Purpose**

(<https://www.pwap.com/>)

### **Moving Minds**

(<https://www.moving-minds.com/>)

minds.com/)

### **STEM SUPPLIES**

(<https://www.stem-supplies.com/>)