



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

# Issue Paper

**DATE:**

May 9, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve a sales contract with TCI for Summit View Academy, Turkey Foot, Twenhofel, and Woodland Middle Schools for the 2024-2025 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

TCI Social Studies is a core curriculum that helps teachers offer interactive learning experiences for all students. TCI focuses on student-led learning with immersive activities that prepare students to be engaged and thoughtful citizens as they explore Social Studies using the Inquiry Arc. Students make written and oral arguments, support claims with evidence, and take informed action when appropriate. Writing assignments are included and help to strengthen students' literacy skills and support cross curricular instruction.

**FISCAL/BUDGETARY IMPACT:**

\$7,931.00 (School Instructional Funds-7000, Title I, ESSER)

**RECOMMENDATION:**

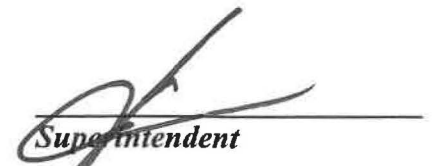
Approve a sales contract with TCI for Summit View Academy, Turkey Foot, Twenhofel, and Woodland Middle Schools for the 2024-2025 school year.

**CONTACT PERSON:**

Jena Smiddy

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



**Quote #: Q-27859-4**  
 Date: 5/9/2024  
 Expires On: 6/23/2024  
 Prepared By: Dawn Skaggs  
 Email: dskaggs@teachtci.com  
 Phone:

**Quote for:**  
 Kenton Co School District  
 Jena Smiddy  
 jena.smiddy@kenton.kyschools.us

**Ship to:**  
 Jena Smiddy  
 Kenton Co School District  
 1055 Eaton Dr  
 Ft Wright, KY 41017  
 Ship to district warehouse

**Six year pricing**

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
<b>Six year pricing Shipping:</b>			\$0.00	<b>Six year pricing TOTAL:</b>		\$0.00

**One Year Pricing**

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-TL-01	Middle School (6-8) Social Studies: Teacher License (1 Yr)	Digital	\$289.00	\$289.00	27	\$7,803.00
MS-SS-SL-01	Middle School (6-8) Social Studies: Student License (1 Yr)	Digital	\$32.00	\$32.00	4	\$128.00
<b>One Year Pricing Shipping:</b>			\$0.00	<b>One Year Pricing TOTAL:</b>		\$7,931.00

<b>TOTAL:</b>	<b>\$7,931.00</b>
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Shipping (5%) \$0.00

<b>Grand Total</b>	<b>\$7,931.00</b>
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**Terms and Conditions**

**Business Terms**

TCI's Business Terms apply to all orders. View details at <https://www.teachtci.com/tci-business-terms>

**How to Order**

Please include a copy of this quote with your purchase order to expedite your order and ensure you receive the pricing quoted above. Adjustments cannot be made after the order has been fulfilled. Place orders online at <https://shop.teachtci.com> or send using one of the following options:

- Email: info@teachtci.com
- Fax: 800-343-6828
- Address: 1049 El Monte Ave Ste C #607, Mountain View CA 94040
- If paying by check, send payment to PO Box 6004, Whittier CA 90607

Download a copy of TCI's W-9 at <https://www.teachtci.com/w9>

**License Contact**

Set-up information for all licenses purchased will be sent to the contact email above unless otherwise noted.

**Shipping**

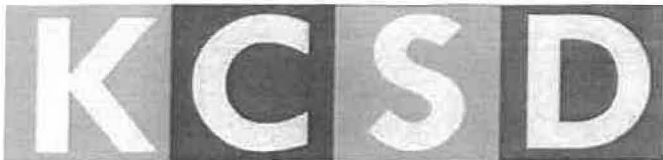
Shipping and handling fees do not apply to teacher and student license-only products.

**Print Subscriptions**

If your order includes multi-year subscriptions to print materials, you must receive delivery of the full annual quantity for the duration of your subscription. Any adjustments below the annual quantity cannot be used as a credit for future year shipments. Changes that exceed the original annual quantity must be accompanied by a new purchase order.

**Student Journal Bundles**

If your order contains fewer than 20 multi-year student journal bundles for any program, journals for the entire duration of the bundle will be shipped to you upfront.



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.

Teachers' Curriculum Institute

Vendor Name

1049 El Monte Ave, Ste C-607, Mountain View, CA 94040

Vendor Address

800-497-6138

Vendor Telephone

info@teachtci.com

Vendor Email Address

*Amanda Crooks*

Signature by Vendor's Authorized Representative

Amanda Crooks

Print Name

08/25/22

Date

## Terms of Use

*Effective December 1, 2021*

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You assume total responsibility for establishing such procedures for data back-up and virus checking as you consider necessary.

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- interfere with the operation of TCI's web servers or other computers or Internet or network connections or restrict or inhibit any other user from using this Website;
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- upload, post, or transmit any unsolicited or unauthorized advertising, including spam, or gain or harvest any email addresses or other personal information posted by other users of the Website for commercial or unlawful purposes;
- alter, damage, or delete any content or other communications that is not your own or otherwise interfere with the ability of others to access this Website;
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- obtain or attempt to obtain any materials or information through any means not intentionally made available on this Website, ... [Contact Sales >](#)
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Unless you are prohibited from doing so by state constitution, statute, regulation and/or law, you agree to indemnify and hold TCI, and our subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any (i) liability of any nature arising out of or related to any User Content, Postings, or materials submitted to or displayed on the Website by you or by others using your user account, and (ii) claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website, your violation or alleged violation of this Terms of Use Policy, or your violation of any rights of another.

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