



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

KCSD ISSUE PAPER

DATE:

4/24/24

AGENDA ITEM (ACTION ITEM):

Consider/Approve a 1 year contract with Cloud Stop and Kenton Elementary.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Cloud Stop is an APP to strengthen student knowledge in science. This resource contains lessons, activities and other materials to determine student mastery of standards.

FISCAL/BUDGETARY IMPACT:

403.64 estimated to be paid from the Kenton Elementary SBDM general fund.

RECOMMENDATION:

Approval of a 1 year contract with Cloud Stop and Kenton Elementary

CONTACT PERSON:

Mindy Coleman


Principal


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

Valid until Jul 24, 2024

Your personalized Cloud Stop Motion 120GB quote\$403.64

Cloud Stop Motion (ZuLogic Limited)

The Oast, Church Farm
Ulcombe, Kent
ME17 1DN
United Kingdom
+44 333 344 5471
animate@cloudstopmotion.com

QUOTE NUMBER QT-5B3F666D-0004-1
ISSUE DATE Apr 25, 2024
EXPIRATION DATE Jul 24, 2024

QUOTE FOR	SHIP TO	We look forward to helping you animate while you educate!
mindy.coleman@kenton.kyschools.us	Kenton Elementary School	
	11246 Madison Pike	
	Independence, Ky	
	41051	
	United States	
	+18593563781	

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
120GB Annual Storage Upgrade - includes Premium Features Upgraded shared storage allowance of 120GB, including access to our Premium Animation Features	1	\$403.64	\$403.64
Subtotal			\$403.64
Total			\$403.64



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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.

ZuLogic Ltd (Cloud Stop Motion)

Vendor Name

380a New Hythe Lane, Aylesford, Kent, ME20 6RZ, UK

Vendor Address

+44 333 344 5471

Vendor Telephone

privacy@zulogic.com

Vendor Email Address



Signature by Vendor's Authorized Representative

David Henley

Print Name

25th April 2024

Date



STOP

Cloud Stop Motion App Terms and Conditions

ZULOGIC LIMITED/CLOUD STOP MOTION SOFTWARE LICENCE AGREEMENT
PLEASE READ THIS CAREFULLY BEFORE CONTINUING
BEFORE USING THIS WEB APP, YOU SHOULD CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. BY USING THIS WEB APP YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT YOU SHOULD LEAVE THE WEB APP AND NOT DOWNLOAD OR USE THE

Notice



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[Learn more](#)[Reject](#)[Accept](#)

trading address at Church Farm, Ulcombe, Kent, ME17 1DN. We are the Licensor of the Cloud Stop Motion Software and the controller of cloud-based storage space on which we will agree an Allowance of storage space ("Storage") for the storage of the work output created using our Software (the "Output").

When you accept the terms and conditions of this Licence Agreement by using this web-app, we, as Licensor, shall immediately grant you (the "Licensee") a limited, non-exclusive, non-transferable licence to Use Cloud Stop Motion software, and any and all accompanying documentation (the "Software") the Storage and an agreed Storage Allowance (your "Allowance") for personal, home and academic purposes, subject to the terms and conditions of this Licence Agreement. If we are unable to accept your order, we will inform you of this in writing and will not charge you. This might be due to unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or

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educational establishments. Clause 7 below applies only to consumers and is in addition to other rights and obligations set out in this agreement.

1. Use of the Software and Storage Allowance

1.1 In this Licence Agreement, "Use" shall be defined as opening the web-app, for the processing of the system instructions or statements contained in the Software. "Use" shall also include copying the Software in machine-readable form for the purposes of understanding the contents of such machine-readable material (which may be known as reverse-engineering).

1.2 We agree to allow you to use a maximum amount of Storage applicable to the fee that you have paid us. Your use of that Allowance will be subject to industry recognised reasonable fair use.

1.3 Children under the age of 13 years will need an adult to open an account for them.

1.4 Free organisational accounts are only available for schools and qualifying organisations. We reserve the right to close any free organisation accounts which do not meet our criteria. (Qualifying organisations

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1.5 Only one free organisation account per school site. Any users (schools/teachers/students) found to be in breach of this clause will have their accounts amalgamated and be invoiced for any additional storage used above the allowance, with payment due in 7 days.

1.6 Free individual accounts are not available for educational use and therefore students must be added to organisation accounts. Any users (schools/teachers/students) found to be in breach of this clause will have their accounts amalgamated and be invoiced for any additional storage used above the allowance, with payment due in 7 days.

1.7 Free accounts that have not been logged into within three months will be deleted. If you unsubscribe from our emails you will not be warned in advance or notified of this action.

1.8 You must comply with the storage allowance allocated to you. If you go over this allowance your account will be frozen (and your use of the software will be limited to only allow exporting and/or deletion of your existing works, while no new work can be created). Data within accounts that go over their allocated storage

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or monthly for an initial period of one calendar year/month from the date of purchase payable in accordance with the payment details we give you.

3. Licensee's Undertakings

3.1 By accepting the terms and conditions of this Licence Agreement you hereby undertake:

- a) Not to copy the Software
- b) Not to disassemble, decompile or otherwise reverse-engineer the Software;
- c) Not to misuse or misappropriate the Storage;
- d) To reproduce and include any and all copyright notices of We as they appear in or on the Software and any and all copies thereof;
- e) Not to permit or facilitate the Use of the Software or your Allowance in any manner which would constitute a breach of the terms and conditions of this Licence Agreement;
- f) Not to place or distribute the Software on any website, ftp server or similar location without our express prior written consent; and
- g) Not to Use the Software or Storage or create Output for any purpose which may be deemed immoral, illegal, offensive, threatening, abusive or otherwise harmful;

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by our payment services provider, Stripe in the same method as you initially paid ie yearly or monthly, unless you cancel or upgrade your subscription by you closing your account as set out in Clause 10 below before the end of the initial period. If payment can not be taken by Stripe, you shall be liable for making alternative arrangements for payment. Failure to make payment may result in suspension or termination of your subscription as set out in Clause 10.

4. Transferring the Software

4.1 The Software and Allowance is licensed only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without Our prior written consent.

5. Limited Warranty

5.1 Subject to the limitations and exclusions of liability below, We warrant that the Software will materially conform with any documentation that accompanies it and with any specifications or descriptions provided by Us.

5.2 The Software is designed to work on any modern browser across

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access the Storage, your Allowance or your Output for whatever reason.

5.3 Subject to sub-Clause 5.1, the Software and Storage is provided "as is" without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

5.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5.5 You accept responsibility for the selection of the Software to achieve its intended results and acknowledge that the Software has not been developed to meet your individual requirements.

5.6 We do not warrant that the Software and the Storage will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses

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any modification, variation or addition to the Software not performed by We or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible.

5.8 In the event that We incur any liability of any kind, that liability shall be limited to the licence fee paid by the Licensee for the Software or your Allowance. Nothing in this Clause 5 nor in the remainder of this Licence Agreement shall limit or exclude Our liability for death or personal injury arising out of Our negligence nor for fraudulent misrepresentation.

6. Your Statutory Rights

This Licence Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this Licence Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in

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deleted from this Licence Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

7. Consumer Protection

THIS CLAUSE ONLY APPLIES IF YOU ARE PURCHASING AS A CONSUMER (AS DEFINED UNDER UK'S CONSUMER RIGHTS LEGISLATION)

7.1 If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract as set out in this clause.

7.2 We may change the Software and/or the Storage (a) to reflect changes in relevant laws and regulatory requirements and (b) to implement minor technical

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you may then contact us to end the contract before the changes take effect and receive a refund for any Storage paid for but not received:

7.4 We may have to suspend the supply of a product to: (a) deal with technical problems or make minor technical changes; (b) update the product to reflect changes in relevant laws and regulatory requirements; (c) make changes to the product as requested by you or notified by us to you as detailed above.

7.5 We will contact you in advance to tell you we will be suspending access to the Storage or your Allowance, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 10 calendar days in any month, we will adjust the price so that you do not pay for Storage while they are suspended.

You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 10 calendar days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.6 You may have rights to terminate this contract during a cooling off

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web-app, any Software or used any Allowance, and you agreed to this when ordering, you will not have a right to change your mind

7.7 To end the contract or to make a complaint, please let us know by contacting customer services using the details shown on our website.

Please provide your name, details of the order and, where available, your phone number and email address.

7.8 We will make any refunds due to you as soon as possible.

8. Intellectual Property Rights

8.1 The Software and related documentation are copyright works of authorship and are also protected under applicable database laws. We retain ownership of the Software, all subsequent copies of the Software and all intellectual property rights subsisting therein, regardless of the form in which such copies may exist. This Licence Agreement is not a sale of the original Software or any copies thereof.

8.2 Where we have provided incidental music as part of our Software package, we are either the owner of or have permission to use that music (and have paid any relevant fees for that use). Where you use that

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8.4 You (or if in a multi user licence arrangement, the creator or joint creator of the Output) own or co-own the copyright in the Output (subject to any agreement that you have between you).

9. Data Processing

9.1 Both parties will comply with all applicable requirements of legislation applicable to the jurisdiction (which is defined in the jurisdiction clause at clause 12.1 below), including the General Data Processing Regulations 2006 and Data Act 2018 (the Data Protection Legislation). This agreement is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.2 The parties acknowledge that for the purposes of the Data Protection Legislation, we may be joint controllers or we may be acting as either the data controller or data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

9.3 Without prejudice to the generality of clause 9.1, you will ensure that you have all necessary appropriate consents and notices in place to

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the personal data relates to individuals other than you.

9.4 Without prejudice to the generality of this clause, We shall, in relation to any Personal Data processed in connection with our performance of our obligations under this agreement: (a) process that Personal Data only in accordance with this agreement and our Privacy Notice

www.cloudstopmotion.com/privacy. (b) ensure that We have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of

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c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of secure Microsoft Azure Data Centers unless we have the following conditions fulfilled:

i. we have provided appropriate safeguards in relation to the transfer;

ii. the data subject has enforceable rights and effective legal remedies;

iii. We comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.

(f) notify you (or make reasonable efforts to notify you) without undue delay on becoming aware of a Personal Data breach;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause.

9.5 We may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by

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elsewhere in this Licence Agreement or if you fail to comply with the terms and conditions of this Licence Agreement.

10.3 On termination of this Licence Agreement, you will no longer have access to the Storage or the Output stored in that Storage and it is your sole responsibility to export any Output to alternative storage if you wish to retain that output. We retain the right to stop access to the Storage and may delete the Output on termination of this contract.

11. Export

11.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

12. General

12.1 Each party irrevocably agrees

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country and the laws of that country shall govern such controversy or claim.

12.2 This Licence Agreement constitutes the complete and exclusive statement of the Licence Agreement between We and you with respect to the subject matter of this Licence Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

12.3 Any Clause in this Licence Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Licence Agreement shall not be affected by that deletion.

12.4 Failure or neglect by either party to exercise any of its rights or remedies under this Licence Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Licence Agreement nor prejudice that party's right to take subsequent action.

12.5 This Licence Agreement is personal to you and you may not assign, transfer, sub-contract or

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Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

Any questions concerning this Licence Agreement or the Software should be directed to Us. Contact details are available from

www.cloudstopmotion.com.

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STOP

Contact Us

Website Privacy Policy

CSM Privacy Policy

CSM Terms and Conditions

Coppa Compliance

Zu3D App Privacy Policy

Company Information

Delivery, Returns and Refunds

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