



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

# Issue Paper

**DATE:**

July 8, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Ryland Heights Elementary requests to approve the sales contract with I Know It Math for Ryland Heights Elementary to purchase site licenses through July 2025.

**APPLICABLE BOARD POLICY:**

01.1 – Legal Status of the Board

**HISTORY/BACKGROUND:**

I Know It Math allows teachers to identify student strengths and needs in the area of math. This program is able to be differentiated to students' current level of math achievement to target specific skills to close gaps and focus on improving math calculation and reasoning. This agreement will allow for a one year license for all primary students, as well as additional identified students in other grade levels through the RTI setting.

**FISCAL/BUDGETARY IMPACT:**

\$1993.75 (ESSER Funding)

**RECOMMENDATION:**

Approval to Ryland Heights Elementary requests to approve the sales contract with I Know It Math to purchase site licenses through July 2025.

**CONTACT PERSON:**

Dan Schacherer

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.

## SCHOOL DISTRICT RENEWAL QUOTE



**Date:** 6/26/2024  
**Quote Valid Through:** 8/26/2024  
**Quote ID Number:** CBD700626241  
**Point of Contact:** Dan Schacherer  
**Prepared For:** Ryland Heights Elementary  
**Prepared By:** Cameron Socha  
**Approved by:** Karen Beisler  
**User ID:** 407

**\*Standard Price is based on # of students/year**  
 50-200 \$ 7.50 student/year  
 201-600 \$ 7.25 student/year  
 601-1200 \$ 7.00 student/year  
 >1200 \$ 6.50 student/year

# of Student Licenses	Description	* Standard Price per License	Discounted Price per License
275	One-Year School District Subscription to iknowit.com  "I Know It" math is an interactive math practice website for students.	\$ 7.50	\$ 7.25
<b>Subtotal:</b>			<b>\$ 1,993.75</b>
<b>**Discount:</b>			
<b>Total:</b>			<b>\$ 1,993.75</b>

### Additional Savings Offers: Multi-Year Discounts

(Based on # Students)

License term	Cost per student	Total Cost (Multi-Year)	Savings Per Year	Total Savings
2-Year	\$ 7.00	\$ 3,850.00	\$ 137.50	\$ 275.00
3-Year	\$ 6.75	\$ 5,568.75	\$ 206.25	\$ 618.75

### PURCHASE INFORMATION

**Thank you for your interest in I Know It Math!**

To finalize your order, please return this quote, a completed order form and a copy of the your purchase order via:

**Fax** (716) 260-2516

**E-mail** [helpdesk@iknowit.com](mailto:helpdesk@iknowit.com)

Payments may be made via:

**Credit card phone payment** (716) 264-6000 Opt. 1

**Check sent to** I Know IT (TPW, Inc.) 6 Main Street, Tonawanda, NY 14105

\*\* Discounts available on 1-, 2- or 3-year licenses only

W-9 or other information available upon request.



*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 Educational 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.

TPW, Inc. Dba Super Teacher Worksheets, Dba I Know it  
Vendor Name

6 Main Street, Tonawanda, NY 14150  
Vendor Address

716-264-6000  
Vendor Telephone

Cameron@iknowit.com  
Vendor Email Address

Lori Fahs  
Signature by Vendor's Authorized Representative

Lori Fahs  
Print Name

6/21/24  
Date

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## WEBSITE TERMS OF SERVICE

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY.**

**I Know It**, together with its affiliates, including TPW Inc., TPW Websites LLC and Super Teacher Worksheets, (hereinafter referred to as "I Know It," "us," "we," "our," or "Company"), has created the following Terms of Service Agreement ("Terms of Service" or "Agreement") to apply to all users and customers of this website and all digital assets contained or offered therein (collectively, our "Services"). Please consult our [Privacy Policy \(/privacy-policy.html\)](#) for more information on **I Know It's** information collection, use, and disclosure practices.

These Terms of Service are written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms of Service conflict with the English language version, the English language version of these Terms of Service shall control.

### GENERAL CONDITIONS

Please carefully read these Terms of Service before using our Services. By using our Services, you agree to be bound by the Terms of Service, including the Binding Arbitration Clause and Class Action Waiver described in Section X, and the [Privacy Policy \(/privacy-policy.html\)](#). If you do not agree to the Terms of Service, then you must not use our Services. If you violate the Terms of Service, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

The headings used herein are included for convenience only and will not limit or otherwise affect these Terms of Service.

### DESCRIPTION OF THE SERVICES

We provide a comprehensive, interactive learning resource for students. The site enables teachers and parents to differentiate assignments for students allowing them to work at their own level and pace towards mastery of concepts and skills aligned with educational development, while tracking progress and performance.

### NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE TO USE OUR SERVICES

We grant you a limited, revocable, non-exclusive, non-transferable license to review and in some instances print content, from our Services (e.g., our website) for your personal and educational purposes as long as they do not violate any aspect of these Terms of Service or applicable law, including our intellectual property and other proprietary rights in and to the Services or the intellectual property rights of another party. We reserve the right to terminate or limit your access to our Services and/or the licenses granted herein for any reason (or no reason) and in our sole discretion. You agree that any termination of your access to the Services under any provision of this Agreement may be done without prior notice, and acknowledge and agree that **I Know It** may immediately deactivate or delete your account, and all related information and files in your account, and/or bar any further access to such files or the Services.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and for any reason, including performing maintenance, repairs or upgrades. We will endeavor to provide notice before any scheduled upgrades. We (and our licensors) remain the sole owner of all rights, title, and interest in the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. In the event of permanent discontinuance of the Services, liability is limited to your paid subscription price, which shall be pro-rated to the amount remaining on your subscription.

Depending on your account type, you may cancel your account/subscription at any time, and cancellation will be effective at the end of the billing cycle in which you cancel your account/subscription. To cancel your account/subscription, you must submit your cancellation request to **I Know It** via email or facsimile and follow through with verification. You will continue to have access to the Services until the billing period in which you cancel your account/subscription ends. **I Know It** does not provide refunds or credits for any partially used membership periods.

## **INTELLECTUAL PROPERTY**

All content, features, and functionality available through our Services, including but not limited to design, artwork, hyperlinks, text, videos, calendars, software, images, technical drawings, blog posts, podcasts, audio, images, art, code, configurations, graphics, other files, and their selection and arrangement ("Materials") are either the proprietary property of us, our affiliates, or licensors and are protected by United States and international intellectual property and proprietary rights laws. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, exploited, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or in part without our prior written permission except you may download and print Materials for non-commercial uses that are not competitive with or derogatory to us, provided that you keep all copyright or other proprietary notices intact, do not alter such Materials, and do not further reproduce, publish or distribute such Materials. Please note that this limited consent may be revoked at any time by us and does not include consent to republish Materials on the Internet, or any Intranet or Extranet site, or to incorporate the Materials in any data base or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect or harvest through electronic means or otherwise, any data or data fields from our Services, including but not limited to customer identities or information (as defined in our [Privacy Policy](#) ([/privacy-policy.html](#))).

All registered and unregistered trademarks visible or accessible through our Services are trademarks of the Company, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of the Company, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated or used in whole or in part without prior written permission of us.

## **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Services or its related content: (a) for any unlawful or fraudulent purpose, including but not limited to, the use of fraudulent credit card information; (b) to solicit others to perform or participate in any unlawful or prohibited acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others or delete the copyright or other proprietary rights notice from any content; (e) to harass, abuse, insult, harm, defame, slander, annoy, disparage, intimidate, or discriminate based upon gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information or otherwise attempt to mislead or impersonate another; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of Services including our website (or related website, other websites, or the Internet) or Services; (h) to collect or track the personal information of others; (i) to send advertising or promotion materials, spam, phishing, pharm, pretext, spider, crawl, scrape or facilitate the use of any malware or ransomware; (j) for any damaging, obscene or immoral purpose; (k) to interfere with or circumvent the security features of the website (or related website, other websites or the Internet) and/or Services, including those to prevent copying of content or that limit use; (l) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (m) systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us; (n) make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (o) use a buying agent or purchasing agent to make purchases on the website; (p) use the Services to advertise or offer to sell goods and services; (q) engage in unauthorized framing of or linking to the Services; (r) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (s) interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the Services; (t) sell or otherwise transfer your profile; (u) use the Services as part of any effort to compete with us or otherwise use the Services and/or the content for any revenue-generating endeavor or commercial enterprise; (v) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website; (w) copy or adapt the Services' software, including but not limited to PHP, HTML, JavaScript, or other code; (x) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services; (y) upload or transmit (or attempt to upload or to

transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (z) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software; or (aa) in any way that may be deemed a breach or violation of any of our Terms of Service or Website Privacy Policy. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

## **CUSTOMER REPRESENTATION & WARRANTY**

You represent, warrant, and covenant to us that you own or otherwise have and will have the necessary rights and consents in and relating to any information you provide to or make accessible to us (including Personally Identifiable Information as that term is defined by the Family Educational Rights And Privacy Act ("FERPA"), including by presenting, complying with, and enforcing all appropriate disclosure and notice requirements at the point of collection of information, so that, as accessed, received, and processed by us in accordance with these Terms of Service, the information does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable federal or state law, including FERPA.

## **ACCURACY, COMPLETENESS & TIMELINESS OF INFORMATION**

### **Errors, Inaccuracies, & Omissions**

Our Services, including our website, may contain typographical errors, inaccuracies, or omissions that may relate to Company offerings, promotional packages, programs, events, and materials. We do not warrant the accuracy, completeness or usefulness of this information. We disclaim all liability and responsibility placed on such information by you, or by anyone who may be informed of any of its contents.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders or programs if any information about the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order, request, submission, payment, form, etc.).

We do not take on any obligation to update, amend, or clarify information in the Services or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the Services or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **Links on the Services**

Our Services might include links to other websites. We are not responsible for examining or evaluating the content or accuracy of any other website and do not warrant and will not have any liability or responsibility for any other party's materials or websites or for any other materials, products, services of other websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any other party's websites or other platforms. Please review carefully other party's website's policies and practices and make sure you understand them before you engage in any transaction. Claims, complaints, questions, or concerns regarding other parties should be directed to that party.

## **WARRANTY DISCLAIMER**

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING FROM YOUR USE OF THE SERVICES OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING BUT NOT



LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THESE TERMS OF SERVICE SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **ARBITRATION CLAUSE AND CLASS ACTION WAIVER - IMPORTANT - PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS**

The Terms of Service and any separate agreements whereby we provide you Services shall be governed by New York courts located in Erie County, New York without reference to any conflict of law rules.

You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

#### **SEVERABILITY**

To the extent that any provision of these Terms of Service is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **TERMINATION**

These Terms of Service are effective until terminated. We may terminate this Agreement at any time without notice to you and may deny you access to our Services.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

#### **NO THIRD-PARTY BENEFICIARIES**

There are no third-party beneficiaries to the Terms of Service. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms of Service to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

#### **ACCOUNT CREATION**

Accounts on the Services may only be created by Schools and families. We do not permit children under the age of thirteen (13) to create an account. We may collect a persistent identifier (e.g., an IP address or cookie) from a child while the child is using the Services.

Some of our Services, such as educational quizzes and educational games, may seek information necessary for a child to participate, including a parent's email address to communicate with the parent (as required by applicable law). We use and disclose children's information only in accordance with our Privacy Policy. The Services do not enable a child to make his or her information publicly available.

When you create an account with **I Know It**, you will determine the username(s) and password(s) associated with it and its users. You may not (a) select or use a username of another person with the intent to impersonate that person, (b) select or use a username or password that **I Know It**, in its sole discretion, deems inappropriate or offensive, or (c) select or use a username and password that is in use or likely to be used for account access on any other website or service. The creator of an account on **I Know It** is responsible for maintaining the confidentiality of his or her username(s) and password(s), and will be responsible for all uses of his or her account, username(s) and password(s), whether or not authorized by the creator. The creator of an account on **I Know It** who sets up an account for a minor(s) under the age of eighteen (18) also agrees to supervise and take full responsibility for the use of the Services and website by said minor(s).

#### **CHANGES TO THESE TERMS OF SERVICE**

We reserve the right to change, modify, or amend these Terms of Service at any time to reflect changes in our practices and service offerings. If we modify our Terms of Service, such changes will be effective upon posting. It is your obligation to check our current Terms of Service for any changes; your continued use of the Services constitutes your acknowledgment and agreement to the Terms of Service. These Terms of Service may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

## HOW TO CONTACT US

T.P.W., Inc. dba I Know It  
6 Main Street, Tonawanda, New York 14150  
Email Address: [helpdesk@iknowit.com](mailto:helpdesk@iknowit.com)  
Telephone number: 716-264-6000  
Fax number: 716-260-2516

[Privacy Policy \(/privacy-policy.html\)](#)

[Accessibility \(/iknowit-accessibility.html\)](#)



**Math ELA**

**K 1 2 3 4 5**  
[\(/kindergarten/first/second/third/fourth/fifth-grade/reading/math.html\)](#)