

# **Issue Paper**

DATE:

September 19, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the agreement with Lexia Voyager Sopris Inc. for Taylor Mill Elementary School.

**APPLICABLE BOARD POLICY:** 01.11 General Powers and Duties of the Board

#### HISTORY/BACKGROUND:

Lexia Voyager Sopris (Rewards) is an explicit short-term reading and writing intervention specifically designed for struggling learners in grades 4-12. This intervention will work on comprehension skills through domain specific vocabulary and comprehending text. This online teacher resource material enables interventionists to assess students in real time in order to adjust instruction according to students' individual needs. Students will have access to print materials.

FISCAL/BUDGETARY IMPACT: \$453.20 from Title funds

**Recommendation** 

Approve the agreement with Lexia Voyager Sopris Inc. for Taylor Mill Elementary School.

**<u>CONTACT PERSON</u>:** Carrie Holloway

Carrie B Holloway

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.



*Lexia Voyager Sopris Inc. Attn: Order Entry Department 17855 Dallas Pkwy, Suite 400 Dallas, Texas 75287 Phone: (800) 547-6747 Fax: (888) 819-7767 Email: <u>CustomerService@voyagersopris.com</u>		Quote Number	00154533		
		Created Date	9/13/2024		
		Expiration Date	10/31/2024		
Quote To	Steffanie Sela	Bill To Name	Taylor Mill Elementary School		
Phone	(859)356-2566	Bill To	5907 Taylor Mill Rd		
Email	steffanie.sela@kenton.kyschools.us	kenton.kyschools.us			
		Ship To Name	Taylor Mill Elementary School		
		Ship To	5907 Taylor Mill Rd COVINGTON, KY 41015 US		

#### Sales Executive

#### Evelyn Troncoso

#### (888) 399-1995 ext 53607 📞

evelyn.troncoso@voyagersopris.com

Description			Product Code	Quantity	Sales Price	Total Price
REWARDS Intermediate, 2nd Ed. Teacher's Guide and Posters (with access to Online Teacher Resources)			320661	1.00	\$136.00	\$136.00
REWARDS Intermediate, 2nd Ed. Student Book (Set of 10)		3	320725	2.00	\$138.00	\$276.00
	Total Price	\$412	.00			
	S&H	\$41.2	20			
	Estimated Tax	\$0.00	)			
	Total Due	\$453.	.20			

#### Comments

\*As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

## All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.



This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

#### Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to <u>customerservice@voyagersopris.com</u>, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

#### Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <u>https://www.voyagersopris.com/terms-conditions</u>, as supplemented by this quote, and Voyager Sopris' [K-12 processing]. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"), and its authorization to Voyager Sopris' K-12 processing as described. Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern. Third Party Subprocessors information available at: <u>https://www.voyagersopris.com/subprocessors</u>.

#### **Return Policy**

If, for any reason, you wish to return the products you purchased, you must return them within 30 days of receipt for a full credit or refund. Returned products must be complete, with all components included with the product as originally purchased returned together and must be in salable condition. Note that if a product to be returned included any online access to subscription licenses or online resources or downloadable components, your return of the product means that you will no longer have the rights to use or access the online components, and you understand and agree that we may suspend and/or fully disable further access. To ensure proper credit or refund, please call Customer Service at 800.547.6747 for an authorization number and procedures before returning an item. Products returned after 30 days will be subject to a 15% restocking fee. Products cannot be returned after 90 days from the date of shipment. Kits, Classroom Sets, etc., must be returned in their entirety. We cannot switch components or issue partial credits. If you find an error on your packing slip, or if your order was filled incorrectly, please notify Customer Service within 10 business days of receipt. Special Terms.

The Governing Law & Venue for any products or services purchased under this quote shall be Kentucky and Kenton County.

Lexia V	oyager Soppier Her	Taylor Mill Elementary School		
	Mck Gaelide			
Signature 4C1C4333FB5D4AE		Signature		
Name:	Nick Gaehde	Name:		
Title:	President	Title:		
Date:	8/28/2024	Date:		



Kenton County School District | It's about ALL kids

#### 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.

Lexia Voyager Sopris Inc

Vendor Name

17855 Dallas Parkway, Suite 400 Dallas, TX 75287

Vendor Address

800.547.6747

Vendor Telephone

contracts@lexialearning.com

Vendor Email Address

—DocuSigned by:

Mck Gaelide

Signature by Vendor's Authorized Representative

Nick Gaehde, President Print Name

6/13/2024

Date

**Contact Us: 800.547.6747 (tel:18005476747)** 

# **Privacy Policy & Terms of Use**

# Privacy Statement for Voyager Sopris Learning, Inc. Data Management System

This site provides you with access to Voyager Sopris' Data Management System. This system is an integral component of Voyager Sopris' curriculum products and provides valuable reporting, instructional recommendations, and other resources used by teachers and other instructional leaders in conjunction with Voyager Sopris' curriculum with the goal of improving student performance.

This statement describes the privacy and security practices Voyager Sopris employs for this site. We have adopted these practices to protect you, the students, and the school district, and to enable each of us to comply with applicable legal requirements. Use of this site requires district acceptance of the practices outlined in this statement.

Two types of personally identifiable information are used on this site: **your personal data** and **student data**.

#### **Your Personal Data**

*Collection*: Voyager Sopris collects information from you as you use this site. For example, you must enter certain personally identifiable information, including your name, e-mail address, and phone number. We use this information to verify your identity and prevent unauthorized access to your account and to contact you in connection with your use of this site.

In addition to the information you provide, Voyager Sopris collects information about your use of this site through tracking, cookies, and log files, as described in our general Terms of Use statement. Protection: Because you contercy our box son of a target to be solved if a couracy. If you discover that your personal data is inaccurate or if it changes, you may make corrections by notifying us at support@voyagersopris.com (mailto:support@voyagersopris.com) or 888-399-1995. We will not share your personal data collected through this site with third persons without your consent. However, your personal data will be available to authorized users from your school district who have permission from the school district to access it. We will not use your personal data collected through this site for any purpose other than providing you with access to this site and the associated services. We will use the same security to protect your personal data that we use to protect student data collected through this site.

#### **Student Data**

As you use this site, you will enter student data or interact with student data that has already been entered. Federal law (the Family Educational Rights and Privacy Act, "FERPA") allows a school district to release student records to an organization that is "conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests... [or] improving instruction."

However, FERPA requires limitations on disclosure of those records and implementation of appropriate security measures to protect those records. To help your school district comply with FERPA, Voyager Sopris has adopted certain practices, and requires that educators using this site fulfill certain responsibilities to safeguard student data. The following statement explains our practices and your responsibilities regarding the student data you enter on this site.

Additionally, Voyager Sopris operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Voyager Sopris will not knowingly collect or use personally identifiable information from anyone under 13 years of age.

#### **Student Data Security and Confidentiality Statement**

*Purposes of Data Entry*: You control what student data is entered on this site. Student data entered on this site should be limited to information that is relevant to the legitimate educational purpose of improving student performance. We will not ask you to enter, and you are instructed not to enter, data about students that is not relevant to this legitimate educational purpose.

Therefore, only a minimum amount of personally identifiable student data required for the setup of the system is requested. We require student first name, student last name, and student identification number. Additional data, not specific to the student, is also required to complete system setup, including the teacher first and last name, class name, grade level, and school name. Student demographic data, for the purposes of optional disaggregated reporting, is requested separately from the initial setup data and is obtained only with written permission from your district.

Use, Disclosure, and Storage: We will use the student data to provide the services to your school district. We will not keep the student data after you or the school distrinstructs us to delete it. You may not disclose or otherwise use the student data entered on this site for any unauthorized purposes.

#### Terms and Conditions

We will only disclose student data to be the student data to any third person school district, and will not knowingly disclose the student data to any third person without express written authorization. When, at the request of the district, we acquire assessment or other information, including personally identifiable student data, from a third party source we treat that information with the same confidentiality and security safeguards as though it were provided directly by the district. Additional agreements may be required by the third party to authorize transmission of data to Voyager Sopris.

Your district may from time to time request that Voyager Sopris provide student data to third parties of its choosing. We will do so with written authorization, which acknowledges that Voyager Sopris is providing that data as your district's agent and that once the data is received by the third party, Voyager Sopris no longer has any control over the use or disposition of the data.

We may also use aggregated data in our research, product development, and marketing. That aggregated, non-personally identifiable data (e.g., summary or statistical data) may be shared with third parties. However, we do not use personally identifiable student data to market any products or services directly to students or their parents.

In the event that Voyager Sopris wishes, from time to time, to release aggregated data that identifies your school or school district by name, Voyager Sopris will enter into a separate agreement with you to authorize release and publication.

Data Quality: You are responsible for keeping the student data that you enter accurate, complete and up-to-date. If you recognize that student data is inaccurate, incomplete, or out-of-date, you are responsible for correcting it. If you experience problems making corrections to student data, please notify us at support@voyagersopris.com (mailto:support@voyagersopris.com) or 888-399-1995 and we will assist you with making corrections.

Security Safeguards: We are committed to protecting student data against unauthorized access, destruction, use, modification or disclosure. Protecting student data requires efforts from us and from you. We will implement reasonable and appropriate safeguards when collecting student data from you and when storing that student data in our database and you will observe our security safeguards and exercise reasonable caution when using this site.

Specific institutional and technological security safeguards include:

- 1. Only Voyager Sopris employees who are authorized to handle student data are able to access the Data Management System.
- Only school district employees and representatives that the district authorizes as school officials are permitted to access the system. It has a hierarchical permissions system. This means:

a. A teacher will only be able to see data for his/her class.

- b. A Principal, Coechtact other automotion of the solution of
- c. An authorized district-level employee, such as an Instructional Coordinator or Superintendent, will be able to see all data across the district.
- 3. Each authorized school official is given a Userid and Password valid only for the duration of the academic year, including a summer program if applicable. You must safeguard your Userid and Password, and not permit any unauthorized access to student data entered or kept in Voyager Sopris' system.
- 4. Upon written request by the district, Voyager Sopris will destroy any student data for districts who no longer participate in a Voyager Sopris reading program. Voyager Sopris will provide written verification that the data has been destroyed as requested.
- 5. If a district has not used any Voyager Sopris product for a period of ten years, Voyager Sopris will provide written notice that the student data pertaining to their district will be destroyed, unless the district requests the records be kept. Upon destruction, Voyager Sopris will provide written verification that the data has been destroyed.
- 6. Voyager Sopris uses industry standard server and network hardware and software to ensure that data is protected from unauthorized access or disclosure.

When you use this site, you consent to our privacy practices and agree to accept the responsibilities outlined in this statement.

## **Terms of Use**

### **User Responsibility**

By using this web site, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. All Users are responsible at all times for their use of the Voyager Sopris Learning Web Site. Voyager Sopris assumes no liability regarding any use of the Web Site by any person. At any time, and in its sole discretion, Voyager Sopris may terminate, limit, or modify access of any person to the Web Site.

### **Educational Use Only**

Each User agrees to accese the Web. Stors 19/6949 (etheoss reference) provided by Voyager Sopris only for educational purposes, and for no commercial purposes whatsoever.

#### **No Interruption**

Users shall not attempt to disrupt or interrupt the operation of the Web Site. Users shall not use the Web Site in any manner that could damage, impair, or interfere with any person's use of, the Web Site.

#### **Connection Charges**

Users are responsible for all charges associated with connecting to the Web Site.

#### **Public Communications and Email**

Voyager Sopris may provide certain Users the facility for posting communications in the form of e-mail, web pages, or other similar communication. Such postings are intended for public consumption and the author shall have no expectation of privacy in such communications. Such communications may not contain offensive material as defined herein. Users may post only their original work. Voyager Sopris will not be responsible for the content of materials posted by Users, and does not attempt to review all communications made to or through the Web Site. Voyager Sopris retains the right, but has no obligation, to monitor such postings, either randomly or in response to inquiries, or both, in order to detect and remove any material that Voyager Sopris, in its sole discretion, believes to be offensive, obscene, slanderous, or in any way contrary to law or to Voyager Sopris policies. In posting any communications, the User grants to Voyager Sopris a fully-paid, perpetual, worldwide, and royalty-free right to copy, display, and distribute and such communications in such form and manner as Voyager Sopris in its sole discretion may deem beneficial to its subscribers.

"Offensive Material" includes, but is not limited to, material that:

- Is obscene, offensive, indecent, pornographic, sexually explicit or abusive;
- Contains any racial, religious, or ethnic insult;
- Contains false or misleading statements of fact;
- Constitutes impersonation of another person;
- Is slanderous, libelous or defames any person or entity;
- Causes injury to any person or entity;
- · Infringes the privacy or intellectual property rights of any person or entity;

- Is contrary to law out contact ທີ່ສະຍັດທີ.547.6747 (tel:18005476747)
- In any way violates this Agreement or any Voyager Sopris policy;
- Includes any survey, contest, pyramid scheme, or chain letter;
- Advertises or offers to sell or buy any goods or services for any commercial purpose;
- · Collects or harvests information about others without their express consent;
- Solicits funds, except for the benefit of Customer and for a charitable or educational purpose;
- Or contains any software virus or other code or routine designed to interrupt, destroy, or limit the functionality of any computer.

## Links

Voyager Sopris may on its Web Site provide hyperlinks and pointers to other sites on the Internet maintained by third parties. Such links do not constitute an endorsement by Voyager Sopris. Voyager Sopris and its affiliates are not responsible for the content, availability, accuracy, or currency of other sites. No person may link to www.voyagersopris.com without the express permission of Voyager Sopris.

## Copyrights

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## Limitation of Liability / No Warranty

Voyager Sopris Learning, its employees, and its authors make no representations, and assume no liability, legal or otherwise, for the accuracy, reliability, applicability, use, or misuse of the information and strategies described on this website or in its publications. All functionalities are provided "as is", and without warranties of any kind, express o

#### Terms and Conditions

## implied. To the fullest extentine mitted by low (extension specify) expressly disclaims any warranty of merchantability and fitness for a particular purpose, and moreover disclaims any warranty of title, compatibility, security, accuracy, and non-

*infringement.* The content provided may include facts, views, opinions and recommendations of persons other than Voyager Sopris, which are deemed by Voyager Sopris to be of interest to Users. Neither Voyager Sopris nor its Licensors guarantee or warrant the accuracy, completeness, or timeliness of such content, or otherwise endorse the authors. Voyager Sopris intends no portion of the content as professional advice, particularly with regard to determining and implementing the best course of action for an individual student.

#### General

This Policy sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof.

#### Modification

We reserve the right to modify this Policy at any time by posting an amended Policy that is always accessible on this site's home page and by giving you prior notice of such amendments. Your continued use of this Website after a modification indicates your acceptance of the amended Policy.

#### **Governing Law & Venue**

Any claim relating to the Voyager Sopris web site shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. Any dispute will be subject to the exclusive jurisdiction of the courts located within Dallas County in the State of Texas, and User hereby submits to the personal jurisdiction of such courts.

#### Indemnity

Users agree to indemnify and hold Voyager Sopris and (as applicable) Voyager Sopris's parent, subsidiaries, owners, affiliates, officers, directors, consultants, suppliers, agents and employees harmless from any claim or demand, including reasonable attorneys; fees, made by any third party due to or arising out of your breach of the Terms and Conditions, or your violation of any law or the rights of a third party.

#### Severability

If any part of these Terms **contact Division Schlerkin (telliboo Schemen** forceable, such holding shall not affect the validity of the other provisions of the Terms of Use, which shall remain in full force and effect.

#### Survival

The following Sections survive any termination or expiration of this Agreement: No Warranty, Severability, Indemnity, Governing Law.

# **Still have questions?**

If you have any questions about this terms of use and privacy statement, please contact: customerservice@cambiumlearning.com (mailto:customerservice@cambiumlearning.com).

Note: Any updated policies will be posted to the service immediately.

#### COMPANY

Who We Are (/about-us) EDVIEW360 (/edview360) VSL Blog (/vsl) News (/news)

Careers (https://cambiumlearning.wdl.myworkdayjobs.com/camb)

#### **NEED HELP?**

If you are interested in learning more about our solutions.

## Contact Us (/contact-us)

For technical support, training, or have a general question.

## **Contact Customer Service (/contact-us)**

Terms and Conditions

#### Contact Us! 5005 47874 (cel:18005476747)

(https://www.facebook.com/VoyagerSopris/) (https://twitter.com/VoyagerSopris)

(https://www.linkedin.com/company/voyager-sopris-learning)



(https://www.instagram.com/voyagersopris/)

Call Us: 800.547.6747 (tel:18005476747)

Monday through Friday 8:00 a.m.–5:30 p.m. Central Time

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