



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

Issue Paper

DATE:

03/10/2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve Contract with eDynamic Learning (Knowledge Matters) and Dixie Heights High School to provide simulations for Business, Marketing and Personal Finance courses.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

eDynamic Learning (Knowledge Matters) provides simulations for Business, Marketing and Personal Finance classes providing interactive experiences in these subjects. All products will be accessible with unlimited number of users permitted.

FISCAL/BUDGETARY IMPACT:

Three year subscription costs of \$9,100.00 will be paid from Dixie Heights CTE Supplemental funds.

RECOMMENDATION:

Approval Contract with eDynamic Learning (Knowledge Matters) and Dixie Heights High School to provide simulations for Business, Marketing and Personal Finance courses.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen

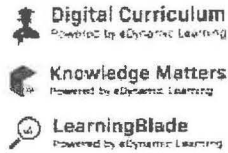

Principal/Administrator


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.



The license for your simulation will begin the day on which we receive your purchase order unless otherwise specifically stated, and it will be in effect throughout the length of the term listed on this quote.

Company Address 1256 Main Street, Suite 256
Southlake, Texas 76092
United States

Created Date 2/26/2025

Quote Number 00036163

Contact Information

Prepared By Ally Sanderson
Title Regional Sales Manager
Email ally.sanderson@edynamiclearning.com

Contact Name Phoebe Swank
Title Business Education Teacher
Phone 859-363-4100
Email phoebe.swank@kenton.kyschools.us

Address Information

Account Name Dixie Heights High School
Bill To Name Dixie Heights High School
Bill To 3010 Dixie Hwy
FT Mitchell, Kentucky 41017-2384
United States

Contract Terms 39
(Months)

Active License Term

Contract Start Date 4/15/2025

Contract End Date 6/30/2028

Quote Line Items

Pricing Line Item	Line Item Description	List Price	Sales Price	Quantity	Total Price
Virtual Business Site ALL ACCESS license (all products - unlimited users) 3 years	Virtual Business Site ALL ACCESS license (all products - unlimited users) 3 years	\$9,100.00	\$9,100.00	1.00	\$9,100.00

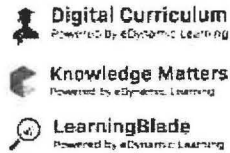
Totals

Purchase Order Requirements (please include):	Subtotal	\$9,100.00
	Discount	0.00%
	Total Price	\$9,100.00
	Grand Total	\$9,100.00

You **MUST** include a **tax exempt certificate** with order. Otherwise appropriate sales tax will be automatically added to your invoice.

Questions? 877-965-3276

If you have any questions, please contact your sales executive or [click here](#) to visit our support page.
This quote is subject to Knowledge Matters Standard Terms and Conditions ("Terms and Conditions"). By submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement.
To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Knowledge Matters written consent.

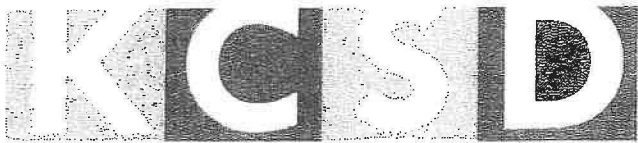


The license for your simulation will begin the day on which we receive your purchase order unless otherwise specifically stated, and it will be in effect throughout the length of the term listed on this quote.

PLEASE NOTE: We require the name and email address of the individual from your accounts payable department who will be managing the payment process of this order. Please submit this information with your purchase order.

Questions? 877-965-3276

If you have any questions, please contact your sales executive or [click here](#) to visit our support page. This quote is subject to [Knowledge Matters Standard Terms and Conditions \("Terms and Conditions"\)](#). By submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Knowledge Matters written consent.



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

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.

eDynamic Holdings LP
Vendor Name

1256 Main Street, Suite 256, Southlake, TX 76092
Vendor Address

877-585-2029
Vendor Telephone

proposals@edynamiclearning.com
Vendor Email Address

E-SIGNED by Brian Piccioni
on 2025-03-07 01:30:51 GMT
Signature by Vendor's Authorized Representative

Brian Piccioni
Print Name

March 07, 2025
Date

eDynamic Holdings, LP ("eDynamic," "we," or "us")

Last Updated and Effective Date: June 26, 2023

This website, related applications, and services (collectively, the "Services" or "Educational Services") is brought to you by eDynamic Holdings, LP ("eDynamic," "we," or "us"). This Privacy Policy for Students ("Privacy Policy") describes how we collect, use, disclose, and protect information from Users that applies to our Educational Services, and your choices about the collection and use of your information. Your continued use of our website and/or apps means that you accept the terms of our Privacy Policy. We reserve the right to change our Privacy Policy at any time. In the event we make material changes to the use of personally identifiable information, we will attempt to provide you with notice of those changes. If we change our Privacy Policy, we will post an updated version on this website. Please check back periodically to see if our Privacy Policy has been updated. Updates to our Privacy Policy will be referenced by the "Last Updated and Effective Date" shown above.

BY USING THIS SITE, YOU REPRESENT, ACKNOWLEDGE, AND AGREE THAT YOU ARE AT LEAST 18 YEARS OF AGE, OR IF YOU ARE UNDER 18 YEARS OF AGE BUT AT LEAST 13 YEARS OF AGE (A "MINOR"), THAT YOU ARE USING THIS SITE WITH THE CONSENT OF YOUR PARENT OR LEGAL GUARDIAN, WHO HAS CONSENTED TO THESE TERMS. IN ADDITION, IF YOU ARE A MINOR USING THIS SITE, YOU MAY NOT SUBMIT ANY PERSONAL INFORMATION TO THIS SITE. IF YOU ARE NOT AT LEAST 13 YEARS OF AGE, YOU MAY NOT USE THIS SITE WITHOUT THE CONSENT OF A TEACHER OR GUARDIAN.

Definitions

“Agreement” refers to the terms of use or other user agreement for the applicable Services, along with any agreement that may have been executed between the Company and the Customer with respect to the Services.

“Educational Services” refers to services regarding educational courses, contents and programs that a user is using pursuant to an Agreement.

“eDynamic” refers to eDynamic Holdings, LP.

“LEA” refers to a local education agency, school or school district.

“Personal Information” means personally identifiable information received about Student Users of the Service. “Personal Information” does not include: (i) publicly available information or lawfully obtained, truthful information that is a matter of public concern; or (ii) information that is deidentified or aggregate consumer information.

“Security” refers to cyber security and other types of security.

“Student Users” refers to students using our Services.

“Student Data” refers to any information that directly relates to an identifiable or current or former student that eDynamic collects, receives, or generates in the course of providing Services to or on behalf of an LEA. Student Data may include personal information from a student’s “educational records” as defined by FERPA.

“Teachers” refers to teachers or

instructors.

“Usage Data” means data gathered about Users’ activity on the site, which may be collected through the use of system or application logs, cookies, mobile device identifiers, IP addresses and other industry-accepted technology.

“User” means an authenticated authorized user of our websites, applications, products and Services.

No Selling or Sharing of Personal Information.

We will **never** sell Student Data or Personal Information to third parties.

We will **never** conduct targeted advertising to Student Users.

We will **never** share Student Data with third parties for the purpose of targeted advertising.

We will **never** build marketing profiles of Student Users.

We will **never** claim ownership of Student Data.

Personal Information We Collect

We collect information about Users of the Service in different ways, including Personal Information provided directly to us by a Customer through a rostering with its student information systems or other means for upload to the Service, data collected directly from or generated by Student Users and Educator Users of the Service, and data generated from your use of the Service. Depending on the Services provided, we may also collect Personal Information through other methods that follow the terms of this Privacy Policy.

Personal Information Input by Customers

A Customer, pursuant to an Agreement, may initially transfer Personal Information during the initial setup and configuration of that Service. Some of our products allow our Customers to input certain optional demographic data or other identifying data (student date of birth, student email address, etc.), if such information is useful for the district's educational purposes. The information in these fields does not need to be obtained in order to use our products, but if a Customer supplies any of this data, it will be treated in accordance with this Privacy Policy. Data handling practices may vary across our products, and the following is information about elements of Student and Educator Data commonly collected from Customer. Many of our products, however, collect no personally identifiable information.

Student Data Input by Customer (for some products)

First and Last
name

School Name

Student ID
number or app-
assigned unique
ID

District/Institutional
Name

Grade, year, or
group

Email Address

Educator Data Input by Customer

First and Last
Name

Contact Details
(School/District-
Issued or
Personal E-Mail
address)

School Name

District/Institutional
Name

Directly Collected or User Generated Personal Information

Some of our Educational Services allow Users the option to create, upload and share information at the User's or Customer's discretion.

Optional Data Collected From End Users

Student Data Input or
Generated by Users
Grades

Activity,
Assessment
Responses,
Assessment
Grades, Scores,
Reports

Educator
feedback

Cookies

We use cookies to enable you to sign in to the Service and access your stored preferences and settings. You may use browser controls or other tools to block or delete cookies. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some features and services may not work.

Application and System Logs

We collect log data in order to ensure the availability and security of the Service, to detect unauthorized access and fraudulent activity within the Service, to prevent and respond to Service-related security incidents, and ensure appropriate scaling of the Service's computing resources.

Do Not Track Disclosures

Do Not Track ("DNT") is a proposed mechanism for allowing website visitors to control the collection of certain Usage Data. There is currently no adopted standard to support the use of DNT signals. We do not currently respond to DNT signals, but we are closely monitoring DNT proposals.

Third-Party Collection

Although we may use third-party vendors, subcontractors, and service providers to assist us in providing the Service, we do not permit third-party ad networks or similar services to collect the Personal Information of our authenticated Users.

How We Use Personal Information

We Use Personal Information for legitimate education purposes or to the extent necessary to exercise our legal rights.

Educational Uses

We use Personal Information to provide you with the Services. We may use your Personal Information for any purpose required or permitted under the Agreement or with your consent.

Legal Uses

We may use your Personal Information to protect or exercise our legal rights, defend against claims, investigate fraud or other criminal conduct, enforce our terms and conditions, respond to a government request, protect the security, integrity and availability of the Service, or to protect the property and safety of the Company, our Users, and others. We may also use Personal Information in connection with or during negotiation of any reorganization, acquisition, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets, or stock (including in connection with any bankruptcy or similar proceedings).

De-Identified and Aggregate Data

When data is no longer necessary to deliver Services, it shall be either deleted or de-identified and aggregated. We may use Usage Data and other de-identified or aggregate data to improve our products, develop new products, and for other related purposes. Our de-identification processes comply with the National Institute of Standards and Technology ("NIST"), the U.S. Department of Education's Privacy and Technical Assistance Center, and the Department of Health and Human Services. Unless required to do so by law, we will not attempt to re-identify de-identified data and, where feasible and appropriate, will not transfer de-identified data to a third party unless they also agree not to attempt re-identification.

How We Share Personal Information

We share Personal Information with third parties for the sole purpose of providing Services under the Agreement and to exercise our legal rights.

Subcontractors

We may hire third parties, such as subcontractors or vendors, to implement the Service. These third parties who have access to Personal Information are subject to stringent privacy and security contractual requirements that are as stringent as those set forth in this Privacy Policy, including deletion, de-identification, and prohibitions on collection and use of Personal Information.

Legal Disclosures and Change of Control

We may disclose your Personal Information when it is required or permitted by law, such as to comply with a subpoena, court order or similar legal process, to protect or exercise our legal rights, to defend against claims, to investigate fraud and other criminal conduct, to enforce our Terms of Service, to respond to a government request, to protect the security, integrity and availability of the Service, or to otherwise protect the property and safety of the Company, our Users, and others. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, we may need to share your Personal Information with the acquiring entity. We will condition any merger, acquisition, or sale on continued adherence to the terms of this Policy and maintaining a materially similar level of protection for your Personal Information. If such an event occurs, we will provide you information about the coming change, how it may impact you and any choices you may have.

Data Ownership and Access Requests

Customers who are local education agencies have primary responsibility for fulfilling student and parent access, amendment, and export requests. In most cases, Customers can fulfill these requests using the built-in functionality of the Service. Where this functionality is not available or the Customer cannot otherwise fulfill the request on their own, we will provide reasonable assistance with the production or export of Student Data if the assistance is in accordance with our Agreement and applicable law. In some cases, we may not be able to fully satisfy these requests. Examples include requests for confidential company information in addition to Student Data, requests for Student Data in a specific or proprietary format that we are unable to support, or requests that are prohibited by law.

Security

We have put in place appropriate security measures to prevent your Personal Information from being accidentally lost or accessed in an unauthorized manner, including being altered or disclosed. These measures include requiring our service providers to comply with appropriate security measures as necessary for us to meet our security obligations to you.

Breach Notification

In the event of a security incident affecting our systems that involves your Personal Information, we will notify you as required by applicable law and the terms of our Agreement. We will always attempt to notify you of any security incident affecting your Personal Information that we believe poses a material risk of harm to you, your staff or your students.

We have put in place procedures to handle security incidents, including a process for making notifications to you or a data breach as required by law.

Data Use, Retention, and Deletion

We do not collect, maintain, use or share Personal Information beyond what is required to perform Services under the Agreement or beyond what is required for the educational purposes for which it was collected. We will retain your Personal Information only for as long as reasonably necessary to fulfil the purpose for which it was collected, and to comply with our legal obligations. Data deletion and retention functionality vary based on the product or Service.

All Servers Located in the United States

Any Personal Information collected will be processed and stored on servers based in the United States.

Federation and Identity Management Support

We encourage the use of secure federated identity management technologies such as SAML in conjunction with our Services. These technologies make access to our Service safer and more secure for your district and Users.

Customer Responsibility

By using the Services, you agree to adhere to prevailing data security practices, including: (i) securely configuring your accounts using federated identity management or strong and unique passwords and not sharing your authentication information, (ii) avoiding the upload of unnecessary Personal Information into the Service, (iii) exercising oversight to ensure your Educator and Student Users are using the Service appropriately, (iv) training and educating your Users on the importance of privacy and security; and (v) limiting information sharing by allowing Users to access only the information that they need.

Governing Terms

Unless otherwise stated in the Agreement, the terms of this Privacy Policy shall prevail and supersede any inconsistent terms and conditions contained in the Agreement.

FERPA

Our Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). We receive Student Data from Customers who are educational institutions as a “school official” under FERPA and only process Student Data for educational purposes. In the event we receive a subpoena or judicial order for the disclosure of education records, we will notify the associated institutional Customer(s) prior to fulfilling the request in accordance with FERPA. For additional information on FERPA, please visit the U.S. Department of Education’s Privacy Technical Assistance Center.

COPPA

We do not knowingly collect personal information from a child under 13 unless and until a School Customer has authorized us to collect such information through the provision of products on the Customer’s behalf. We comply with all applicable provisions of the Children’s Online Privacy Protection Act (“COPPA”). To the extent COPPA applies to the information we collect, we process such information for educational purposes only, at the direction of the partnering School District or State Agency and on the basis of educational institutional consent. Upon request, we provide the School Customer the opportunity to review and delete the personal information collected from students. If you are a parent or guardian and have questions about your child’s use of the Products and any personal information collected, please direct these questions to your child’s school.

California Consumer Protection Act

California. This section applies to you if you are a resident of the state of California and for purposes of this section the term “personal information” has the meaning provided by the California Consumer Privacy Act (§1798.100 et seq.) (the “CCPA”). Residents of California may be entitled to certain rights with respect to personal information that we collect about them under the CCPA: the Right to Know, the Right to Request Deletion and the Right to Opt-Out of Personal Information Sales. You also have the right to be free of discrimination for exercising these rights. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide you the Products or engage with you in the same manner. To request to exercise your California consumer rights, please contact us at support@edynamiclearning.com with the subject line “California Rights Request.”

Nevada Privacy Notice

Nevada law provides that Nevada residents may opt-out of the "sale" of "covered information" to third parties, including but not limited to name, address, social security number, and online service activity. Our uses of your Personal Information are not sales under Nevada law, so no opt-out is required.

Contact Information

If you have any questions or concerns about our privacy policies and practices, please feel free to contact us by phone at 877-585-2029, by email at support@edynamiclearning.com or by mail at 1256 Main St. Suite #256 Southlake TX, 76092 United States

Changes to our Privacy Policy

If we decide to change our Privacy Policy, we will post those changes on this page, and update the Privacy Policy modification date stated at the top of this document. If you want to be notified about changes to this document please contact support@edynamiclearning.com