



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

Issue Paper

DATE:

March 27, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve entering into a contract with Robolink and Dixie Heights High School for drones purchase and teacher professional development pending Board Attorney approval.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Dixie Heights would like to purchase drones for use by both the Technology Student Association (TSA) classes and the Engineering classes as part of the CTE pathway. Purchase will include a 18 classroom pack of drones along with other necessary supplies. Students will utilize Blockly and Python programming languages to code the drones. It will also include a teacher professional development (PD) component to explain the usage and specific requirements on how to operate and maintain the drones.

FISCAL/BUDGETARY IMPACT:

Package cost includes drones and other necessary supplies: \$5,074.99 (CTE Supplemental Funds)

RECOMMENDATION:

Approval to entering into a contract with Robolink and Dixie Heights High School for drone purchase and teacher professional development pending Board Attorney approval.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen


Principal/Administrator


District Administrator


Superintendent

Pending Board Attorney Approval

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



QUOTE: #D7767

Dec 12, 2024

Robolink, Inc.
8920 Kenamar Dr, Suite 209
San Diego, CA 92121

Chastity Rohan
School Administrator
Dixie Heights High School
8593597577
chastity.rohan@kenton.kyschools.us

Item	Price
CoDrone EDU frame	\$15.00

(\$15.00 x 1)	
CoDrone EDU Set of 4 Motors	\$30.00

(\$30.00 x 1)	
CoDrone EDU Power Pack	\$30.00

(\$30.00 x 1)	
CoDrone EDU - Classroom 18 Pack with PD	\$4,999.99

(\$4,999.99 x 1)	
Subtotal: \$5,074.99	
Tax: \$0.00	
Shipping: \$0.00	
Total: \$5,074.99	

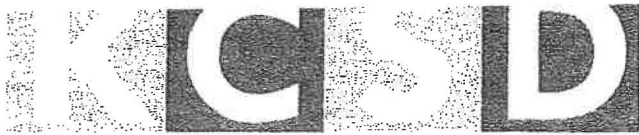
you need the quote and invoice as separate documents, you can respond to this e-mail with a purchase order, and we will gladly accommodate you.

[GET W-9 FORM](#)

	CoDrone EDU frame --- (\$15.00 x 1)	Price: 15 USD
	CoDrone EDU Set of 4 Motors --- (\$30.00 x 1)	Price: 30 USD
	CoDrone EDU Power Pack --- (\$30.00 x 1)	Price: 30 USD
	CoDrone EDU - Classroom 18 Pack with PD --- (\$4999.99 x 1)	Price: 4999.99 USD
		Subtotal 5074.99 USD
		Tax 0.00 USD
		Shipping \$0.00
		Total 5074.99 USD

You can pay by either using the "Checkout" button below and paying by card, or you can respond with a purchase order to this e-mail address, and we will respond with an invoice.

[CHECKOUT](#)



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.

Robolink, Inc

Vendor Name

8920 Kenamar Drive, STE 209, San Diego, CA, 92121

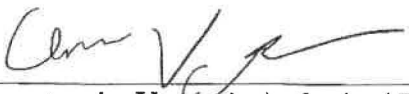
Vendor Address

(858) 876-5123

Vendor Telephone

admin@robolink.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Chris Victorino

Print Name

3/11/25

Date

Terms of service

Last Update : May 15, 2024

Overview

Thank you for visiting this website, which is operated by Robolink, Inc. ("Robolink", "we", or "us"). These Terms of Service ("Terms") apply to our business website at <https://www.robolink.com/> (our "Business Site"). These Terms also apply when you purchase our robotics kits ("Products") via our Business Site.

Additionally, these Terms apply to our learning materials available at the following "Education Portals" hosted by Robolink ("Education Services"):

- Basecamp, our lesson portal: <https://learn.robolink.com/>
- Our web-based block coding platform: <https://codrone.robolink.com/edu/blockly/>
- Our documentation website: <https://docs.robolink.com>
- Our technical support website: <https://robolink.helpdocs.io>.

Throughout these Terms, our Business Site and our Education Portals are referred to as "Site(s)" and our provision of learning materials and information through the Education Portals are referred to as our "Education Services".

Please read these Terms carefully before accessing or using our Site(s). By accessing or visiting our Site(s), purchasing or using any Products, and/or purchasing or using our Education Services, you agree to be bound by these Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. If you do not agree to all the terms and conditions of these Terms, you may not access or use the Site(s), purchase Products or use any Education Services. If these Terms are considered an offer, acceptance is expressly limited to these Terms.

These Terms apply to all Users of the Site(s), including without limitation Users who are browsers, vendors, customers, merchants, and/or contributors of content. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to

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so include Personnel of Educational Institutions ("Schools") into this Agreement on behalf of their School, as explained in further detail in Section 2 of these Terms. If you do not have such authority, or if you do not agree with these Terms, you must not accept this Agreement and may not use the Education Services.

IMPORTANT: PLEASE CAREFULLY REVIEW SECTION 20 ("MUTUAL ARBITRATION AGREEMENT: BINDING ARBITRATION; CLASS ACTION WAIVER") SET FORTH BELOW, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH ROBOLINK ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION AND WAIVING YOUR RIGHT TO A CLASS ACTION. SECTION 20 OF THESE TERMS (THE "ARBITRATION AGREEMENT") PROVIDES THAT ANY CLAIMS THAT YOU AND ROBOLINK HAVE AGAINST EACH OTHER, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THESE TERMS, WILL, WITH LIMITED EXCEPTIONS, BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT-OUT OF THE ARBITRATION AGREEMENT, YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST ROBOLINK ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ALSO WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE SEE SECTION 20 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.

THESE TERMS ALSO CONTAIN RELEASES, LIMITATIONS ON LIABILITY, AND PROVISIONS ON INDEMNITY, AND ASSUMPTION OF RISK, ALL OF WHICH MAY LIMIT YOUR LEGAL RIGHTS AND REMEDIES. PLEASE REVIEW THEM CAREFULLY.

We reserve the right to refuse access to the Site(s) and/or the Service(s) to anyone for any reason at any time.

## 1. ONLINE STORE TERMS WHEN YOU PURCHASE OUR PRODUCTS

Our Business Site and e-commerce are hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our Products to you. Shopify is not responsible for any of our Products.

By agreeing to these Terms, you represent you are at least the age of majority in your state or province of residence, or you are the age of majority in your state or province of residence and you have given us your

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2. Refund Policy: <https://www.robolink.com/policies/refund-policy>;
3. Shipping and Return Policy: <https://www.robolink.com/pages/shipping-policy>;
4. Privacy Notice: <https://www.robolink.com/policies/privacy-policy>.
5. Education and Children's Privacy Notice: <https://learn.robolink.com/privacy-policy/>; and
6. Warranty Policy: <https://www.robolink.com/pages/warranty-policy>.

You agree to pay all fees incurred by you or on your behalf through the Site(s), at the prices in effect when such charges are incurred including, without limitation, all shipping and handling charges. You authorize us to charge all sums for the orders you make to the payment method specified at the time. In addition, you remain responsible for any taxes that may be applicable to your transactions. You authorize us to charge all applicable amounts for the orders you make to the payment method specified at the time of purchase.

You are responsible for obtaining any and all licenses, including, without limitation FAA and drone licenses of any kind prior to using any Products.

## 2. USE OF THE EDUCATION SERVICES BY SCHOOLS AND USERS

**Please read this Section carefully as it relates to the purchase or use of our Education Services.**

### a. Authority to Bind

If you are an employee or staff of a School entering into this Agreement on behalf of your School ("**School Personnel**"), you represent that you have the authority to bind such entity to these Terms, in which case the terms "you", "your" or "User" shall refer to such entity. If you do not have such authority, or if you do not agree with these Terms, you must not accept this Agreement and may not use the Education Services. You are responsible for your Users of the Site(s), Products and Education Services and their compliance with these Terms.

### b. Ownership of School Information

We each agree that all rights, including all intellectual property rights, in School information, content and materials ("**School Data**") shall remain the exclusive property of the School, and RoboLink has a limited, nonexclusive license in such School Data for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give RoboLink any rights, implied or otherwise, to School Data, except as expressly stated in the Agreement. This includes the right to sell or trade School User Data (defined below) provided by the School.

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data and information regarding your employees, agents, independent contractors, and students ("**School User Data**"). School User Data may include personal information ("**Educators**" or "**Students**") as student data, metadata, and User content.

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You shall retain all title to and ownership of and all proprietary rights with respect to School User Data, and shall be solely responsible for its use thereof. You are also responsible for securing and backing up your School User Data. You hereby grant Robolink a worldwide, royalty-free, and non-exclusive license to access and use School User Data for the sole purpose of enabling Robolink to provide the Education Services, and for the limited purposes set forth in Robolink's Education and Children's Privacy Notice.

With respect to School User Data, Robolink agrees to the following:

- Robolink is acting as a service provider under your direct control with respect to your students' use of the Education Portals or Education Services;
- Robolink will only request the personal information required to provide the Education Services;
- Robolink will not use personal information for purposes other than those disclosed hereunder, including within Robolink's Education and Children's Privacy Notice;
- Robolink will not disclose student data that is has collected as set forth in this Section to a third party without direction and consent from you;
- Robolink will maintain appropriate physical, technical, and administrative safeguards to protect student personal information;
- Robolink will create and maintain a comprehensive security incident response policy and plan, to notify you in the event of a breach; and
- Robolink will destroy personal information on termination of these Terms or as set forth in its data retention policies when there is no legitimate reason to maintain such information.

Notwithstanding the foregoing, Robolink may use de-identified or aggregated data as permitted by applicable laws or for its own purposes provided it does not or cannot identify any individual.

### c. Parental Consent for School Users Under 13

Schools and School Personnel are authorized to obtain prior verifiable parental consent in compliance with the Children's Online Privacy Protection Act ("**COPPA**") for any of your Users who are under age 13 and who may access or use the Education Services. Robolink will provide you with a copy of or link to its Education and Children's Privacy Notice, and a COPPA consent form for your use, and you represent and warrant you will use such consent form to obtain prior verifiable parental consent from parents or guardians as required under COPPA. You will certify your compliance with this Section upon Robolink's request.

## 3. RIGHTS TO ACCESS AND USE FOR EDUCATIONAL PURPOSES

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the right to access and use the Education Services we offer to your school through the Education Services. These rights are strictly limited to your

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connection with your schoolwork, if you are a student, or the assignment of schoolwork or monitoring of an associated student's progress, if you are School Personnel or a parent.

## 4. MODIFICATIONS TO THE PRODUCTS, EDUCATION SERVICES AND PRICES

Prices for our Products and/or Education Service(s) are subject to change without notice. We reserve the right to modify or discontinue the Education Service(s) (or any part or content thereof) at any time without notice. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Products or Education Service(s).

## 5. TRADEMARKS AND INTELLECTUAL PROPERTY

The Robolink name, the Robolink logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Robolink or its affiliates or licensors. You must not use such marks without the prior written permission of Robolink. All other names, logos, product and service names, designs, and slogans on the Site(s) or as used in connection with the Education Services and/or Products are the trademarks of their respective owners.

Robolink owns all intellectual property rights in and to the content and materials on the Site(s), Education Services and Products. There are no implied rights.

## 6. ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to update your account and other information promptly, including your e-mail

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## 7. OPTIONAL TOOLS

We may provide you with access to third-party tools, which we do not monitor or have control over any input.

You acknowledge and agree we provide access to such tools" as is" and "as available" without any warranties, representations, or conditions of any kind, and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Site(s) is entirely at your own risk and discretion. You should ensure you are familiar with and approve of the terms the relevant third-party providers require.

From time to time, we may offer new services and/or features through the Site(s) or Education Services (including the release of new tools and resources). Such new features and/or services shall also be subject to these Terms.

## 8. THIRD-PARTY LINKS

Certain content, products, and services available via our Site(s) and/or Education Service(s) may include materials from third-parties. Third-party links on this Site(s) may direct you to third-party websites not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. 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 third-party websites. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## 9. USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries), or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments you forward to us. We are and shall be under no obligation (1) to maintain any comments in

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y, but you have no obligation to monitor, edit or remove content determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms. You agree your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that in any way could affect the operation of the Service(s) or any related Site(s). You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## 10. PERSONAL INFORMATION

Your submission of personal information through the store is governed by these Terms and our Privacy Notice when you purchase our Products from our Business Site and our Education and Children's Privacy Notice when you use the Education Portals and Education Services.

By purchasing or using our Products or Education Services, you agree that you have read our Privacy Notice and/or Education and Children's Privacy Notice.

## 11. ACCURACY, COMPLETENESS, AND TIMELINESS

Product availability on our Site(s) is subject to stock availability and not guaranteed. If Products are not available by the time your order processes we will notify you via email.

Please note that while we have tried to display accurately the colors of Products, the actual colors you see will depend on your monitor or mobile device and may not be accurate. Additionally, from time to time there may be information on our Site(s) that contains typographical errors, inaccuracies, or omissions that may relate to Product descriptions, pricing, and/or availability. As a result, we do not guarantee the accuracy or completeness of any information on the Site(s), including prices, Product images, specifications, and/or availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

If you do not wish to continue your purchase after pricing or other information has been corrected, please contact us right away.

We reserve the right to refuse or cancel any order you place on the Site(s), including for pricing errors. We reserve the right to limit quantities on orders placed by the same account, on orders placed by the same method of

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reserves the right to, in our sole discretion, promote purchases of any Products to resellers, dealers, and distributors.

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The Site(s) may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Site(s) at any time, although we have no obligation to update any information on the Site(s). You agree it is your responsibility to monitor changes to the Site(s).

## 12. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site(s), Products or Education Services, or any content therein: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful 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; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (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 the Service(s) or of any related Site(s), other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service(s) or any related Site(s), other websites, or the Internet. We reserve the right to terminate your use of the Service(s) or any related Site(s) for violating any of the prohibited uses.

Further, you must not:

- Modify copies of any materials from the Site(s).
- Use or copy any designs, illustrations, photographs, content, video or audio sequences, or any graphics other than for your personal, non-commercial, or educational use.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Site(s).
- Access or use for any commercial purposes any part of the Site(s) or any Education Services or materials available through the Site(s).

## 13. DISCLAIMER OF WARRANTIES

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USE OF CONTENT, PRODUCTS OR THE EDUCATION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE

WE DO NOT WARRANT THE RESOURCES THAT MAY BE OBTAINED FROM THE USE OF THE SITE(S), PRODUCTS OR THE EDUCATION SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT

FROM TIME TO TIME WE MAY CEASE OFFERING THE SITE(S), PRODUCTS AND/OR THE EDUCATION SERVICES FOR INDEFINITE PERIODS OF TIME, WITHOUT NOTICE TO YOU. YOU EXPRESSLY AGREE YOUR USE OF, OR INABILITY TO USE, THE SITE(S), PRODUCTS AND/OR THE EDUCATION SERVICES IS AT YOUR SOLE RISK. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE SITE(S), THE EDUCATION SERVICES, AND ALL PRODUCTS DELIVERED TO YOU ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

You understand your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## 14. LIMITATION OF LIABILITY AND RELEASE

IN NO CASE SHALL ROBOLINK, ROBOLINK'S DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OR RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ANY ERRORS, INTERRUPTION OR LOSS OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR LOSS OF BUSINESS, INJURY, LOSS, CLAIM; (B) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (C) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OF LIABILITIES IN AMOUNTS THAT TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE FEES PAID TO US FOR THE ORDER RELATED TO THE DAMAGE, ARISING FROM YOUR USE OF THE SITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO THE PRODUCTS OR YOUR USE OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

OUR PRODUCTS, SITE(S) OR THE EDUCATION PORTALS, INCLUDING  
Y OF PRODUCTS AND EDUCATION, CONFERRED BY SECTION 1542 OF THE CALIFORNIA CIVIL CODE, OR  
DEATH, AND PROPERTY DAMAGE, EVEN IF CAUSED BY OUR  
~~NEGLIGENCE OR NEGLIGENCE OF OUR OFFICERS, DIRECTORS,~~  
EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, OR  
PARTNERS ("RELEASED PARTIES").

You hereby agree to fully and forever discharge and release the Released Parties from any and all claims you may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereafter known in any jurisdiction in the world, attributable or relating in any manner to your or your User's use of the Products, whether caused by our negligence or by any other reason. You understand and agree this Release is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by you while using the Products. **YOU EXPRESSLY WAIVE ALL RIGHTS CONFERRED BY SECTION 1542 OF THE CALIFORNIA CIVIL CODE, OR ANY SUBSTANTIALLY SIMILAR LAW, WHICH STATES IN SUBSTANCE:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

## 15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Robolink and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your content or your breach of these Terms, or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## 16. SEVERABILITY

In the event any provision of these Terms is determined to be unlawful, void, or unenforceable, 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, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 17. TERMINATION

[Go to...](#)[Lessons](#)[Help](#)

You may terminate these Terms at any time by notifying us that you no longer wish to use our Education Services, or when you cease using our

[Products](#)[Educators](#)[Community](#)[Get a quote](#)

If, in our sole judgment, you fail, or we suspect you failed, to comply with any term or provision of these Terms or you breached these Terms, we also may terminate these Terms at any time with or without notice and you will remain liable for all outstanding fees. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

## 18. ENTIRE AGREEMENT, WAIVER, AND HEADINGS

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

These Terms and any policies or operating rules posted by us on this Site(s), or in respect to the Service(s), constitutes the entire agreement and understanding between you and us and govern your use of the Service(s), superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

## 19. GEOGRAPHIC RESTRICTIONS

The owner of the Site(s) is based in the State of California in the United States. We provide the Site(s) for use only by persons located in the United States. We make no claims that the Site(s) or any of its content is accessible or appropriate outside of the United States. Access to the Site(s) may not be legal by certain persons or in certain countries. If you access the Site(s) from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## 20. GOVERNING LAW

These Terms and any separate agreements whereby we provide you any products or services shall be governed by and construed to be in accordance with the laws of California.

## 21. MUTUAL ARBITRATION AGREEMENT: BINDING ARBITRATION; CLASS ACTION WAIVER.

### a. Dispute Resolution

[Go to](#)[Feedback](#)[Help](#)

expressly agree and intend that this Section satisfies the "writing"

ment of the Federal Arbitration Act. This Section may only be amended by mutual agreement. For purposes of this Section, "Claims

means collectively, without limitation, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred pre-litigation, pre-trial, at trial, on appeal, or otherwise), damages of any kind whatsoever (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, non-asserted, fixed, conditional, or contingent) that arise from or relate to: (i) the Site(s), including any and all contents, materials and software related thereto, and/or (ii) your use of the Site(s).

### **b. Informal Resolution of Disputes and Excluded Disputes.**

If any Claim arises out of or relates to the Site(s) or these Terms, other than as may be provided herein, then you and Robolink agree to send notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it. Robolink's notice will be sent to you based on the most recent contact information you provided Robolink. If no such information exists or if such information is not current, Robolink has no obligation under this Section. For a period of sixty (60) days from the date of receipt of notice from the other party, you and Robolink will engage in a dialog to attempt to resolve the Claim, though nothing will require either you or Robolink to resolve the Claim on terms with respect to which you and Robolink, in each of our sole discretion, are not comfortable.

## **3. Binding Arbitration.**

If you and Robolink cannot resolve a Claim, within sixty (60) days of the receipt of the notice, then you agree that any such Claim and all other disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration relating to your use of the Site(s), will be resolved by binding arbitration, rather than in court. The FAA, not state law, shall govern the arbitrability of such disputes, including the class action waiver below. However, you and Robolink agree that California state law or United States federal law shall apply to and govern, as appropriate, any and all Claims or disputes arising between you and Robolink regarding these Terms and the Site(s), whether arising or stated in contract, statute, common law, or any other legal theory, without regard to choice of law principles. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator must follow the terms of these Terms as a court would. THIS SECTION, INCLUDING THE PROVISIONS ON BINDING ARBITRATION AND CLASS ACTION WAIVER, SHALL SURVIVE ANY TERMINATION OF YOUR ACCOUNT OR THE PLATFORM.

**i. Initiating Arbitration.** To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Robolink at 8920 Kenamar Dr, Ste 209, San Diego, CA 92121. The arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules in effect at the time the arbitration is initiated, excluding

...

access, relating to Robolink's intellectual property rights.

**Your Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to [opt-out@robolink.com](mailto:opt-out@robolink.com) with the subject line "ROBOLINK ARBITRATION AND CLASS ACTION WAIVER OPT-OUT". The notice must be sent within thirty (30) days of your first use of the Site(s), otherwise you shall be bound to arbitrate any disputes in accordance with the terms of these Terms providing for binding arbitration. If you opt-out of these arbitration provisions, Robolink also will not be bound by them.

## 22. CHANGES TO TERMS

The "Last Updated" date at the top of this page indicates when these Terms were last revised. We may from time to time update these Terms. If we make any significant or material changes to these Terms, we'll provide prominent notice by posting a notice on the Site and notifying you by email (using the email address you provided) within 30 days before the change takes effect, so you can review and make sure you know about them. Notwithstanding the foregoing, non-material changes, feature updates, or modifications made for legal reasons (as determined by Robolink) will be deemed to be effective immediately and without notice.

We encourage you to review these Terms from time to time, to stay informed. If you don't agree with any changes to these Terms, you may terminate your account.

By continuing to use the Site(s), Products and/or Education Services after the revised Terms have become effective, you acknowledge that you accept and agree to the current version of the Terms.

## 23. CALIFORNIA RESIDENTS

If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to Robolink at 8920 Kenamar Dr, Ste 209, San Diego, CA 92121 with your email address included and a request for the Terms. In addition, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at 1-800-952-5210 in order to resolve a complaint regarding the Site(s), or to receive further information regarding use of the Site(s).

## 24. CONTACT INFORMATION

Questions about the Terms can be sent to us at: [info@robolink.com](mailto:info@robolink.com).



*It's about N.C.C. kids*

## SMALL PURCHASE DETERMINATION AND FINDING FORM

Date 1/25/25 School Dixie Heights

## COMPANIES QUOTING

A. Robolink

B. Eduporium

C. 1st maker space

| QTY | Description                                                                   | A                 | B              | C        |
|-----|-------------------------------------------------------------------------------|-------------------|----------------|----------|
| 1   | Classroom 18 pack drones                                                      | 4999.99           | 4999.99        | 4699.99  |
| 1   | drone frames (buying extra)                                                   | 15.00             | n/a            | 10.00    |
| 1   | Set of 4 motors (buying extra)                                                | 30.00             | 20.00 ea.      | 30.00    |
| 1   | power pack (buying extra)                                                     | 30.00             | 20.00 ea.      | 30.00    |
| 1   | Classroom Teacher training PA                                                 | free<br>in person | Free<br>online | n/a      |
|     |                                                                               |                   |                |          |
|     |                                                                               |                   |                |          |
|     |                                                                               |                   |                |          |
|     | All 3 18 packs include 18<br>drones, power packs, frame<br>sets, ultra motors |                   |                |          |
|     |                                                                               |                   |                |          |
|     | TOTAL                                                                         | \$574.99          | \$539.99       | \$469.99 |

Pursuant to K.R.S. 45A.385, I determine the best method of procurement to be the following:

☐ Comparative/Competitive Evaluation/Catalog Comparison

☐ Low Bid

☒ Best Bid *due to on site training*

SUCCESSFUL COMPANY: Robolink

FINDING: Preference to onsite, in classroom training for staff and depth of training

Teresa Catcher

Individual Submitting Requisition (Print Name)

Shen Cechen

Signature



Eduporium  
1 Bridge Street  
Suite A300  
Newton, MA 02458  
(877) 252-0001 | sales@eduporium.com

Quotation # Q21.00036018  
Quotation Created On: Jan 9, 2025  
Quotation Valid Until: Feb 22, 2025

**Quote for:**

Chastity Rohan  
Dixie Heights High School  
3010 Dixie HWY  
Edgewood, Kentucky, 41017  
United States  
T: 8593597577

**Shipping Details:**

Chastity Rohan  
Dixie Heights High School  
3010 Dixie HWY  
Edgewood, Kentucky, 41017  
United States  
T: 8593597577

**Shipping Method:**

Standard Ground - Shipping Rate

(Total Shipping Charges \$0.00)

| Products                                | SKU          | Price      | Qty | Tax    | Subtotal   |
|-----------------------------------------|--------------|------------|-----|--------|------------|
| CoDrone EDU - Classroom 18 Pack with PD | RL-CDE-CP-18 | \$4,999.99 | 1   | \$0.00 | \$4,999.99 |

**Remarks with quote:**  
Created by Glenn - F/T

**Subtotal:** \$4,999.99  
**Tax:** \$0.00  
**Grand Total:** \$4,999.99

We hope our quote proposal works for your budget and look forward to working with you. If you have any questions, please contact us at 1-877-252-0001 or sales@eduporium.com. Please note that all quotes are valid for 45 days after submission. Net Payment Terms are 30 days, and we offer a 1%



Quote Cart



CoDrone EDU - Classroom 18 Pack

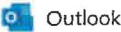
1 +

\$4,699.99 X

Subtotal

\$4,699.99

Submit Quote Cart



Re: Robolink Quote Requested

From Rohan, Chastity <Chastity.Rohan@kenton.kyschools.us>  
Date Wed 1/15/2025 9:09 AM  
To Catchen, Teresa <teresa.catchen@kenton.kyschools.us>

That last one does not include PD. Just a heads up. Which is why the one we picked is the best 😊

Chastity Rohan  
Dixie Heights High School  
CCR Coordinator  
859-359-7577

From: Catchen, Teresa <teresa.catchen@kenton.kyschools.us>  
Sent: Wednesday, January 15, 2025 9:02 AM  
To: Rohan, Chastity <Chastity.Rohan@kenton.kyschools.us>  
Subject: Re: Robolink Quote Requested

Yes it does!

From: Rohan, Chastity <Chastity.Rohan@kenton.kyschools.us>  
Sent: Wednesday, January 15, 2025 8:59 AM  
To: Catchen, Teresa <teresa.catchen@kenton.kyschools.us>  
Subject: Re: Robolink Quote Requested

Does this count as a quote? I can't get it to let me request a quote. I can send an email to their contact information and see if someone will send me a quote.



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Log

Quote Cart



CoDrone EDU - Classroom 18 Pack

1 +

\$4,65

Subtotal

\$4

Submit Quote Cart

Chastity Rohan  
Dixie Heights High School  
CCR Coordinator  
859-359-7577

From: Catchen, Teresa <teresa.catchen@kenton.kyschools.us>  
Sent: Wednesday, January 15, 2025 8:53 AM  
To: Rohan, Chastity <Chastity.Rohan@kenton.kyschools.us>  
Subject: Re: Robolink Quote Requested

We have Robolink and Eduporium so we just need 1 more

From: Catchen, Teresa <teresa.catchen@kenton.kyschools.us>  
Sent: Wednesday, January 15, 2025 8:31 AM  
To: Rohan, Chastity <Chastity.Rohan@kenton.kyschools.us>  
Subject: Fw: Robolink Quote Requested