



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

Issue Paper

DATE:

May 5, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the software renewal for Brain Pop and Taylor Mill, Ft. Wright, Summit View, and Caywood Elementary for the 2025-2026 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Brain Pop is an online platform that hosts over 1,000 short animated clips for students in grades K-8. Brain Pop includes content in the subjects of science, social studies, reading, math, engineering and technology, health, arts and music. The video clips and quizzes will be used to support and supplement core instruction by helping to build background knowledge and vocabulary with students.

FISCAL/BUDGETARY IMPACT:

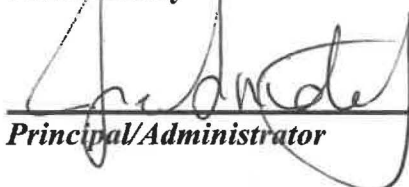
\$18,000 (Instructional Funds-7000, Title)

RECOMMENDATION:

Approve the contract terms for Brain Pop and Taylor Mill, Ft. Wright, Summit View, and Caywood Elementary for the 2025-2026 school year.

CONTACT PERSON:

Jena Smiddy


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.



Quote #:
Created Date:
Account Name:

Q-16364-2
 2025-05-09
 Kenton County School
 District

Issued by: Alicia Cooper
Email: alicia.cooper@brainpop.com
Phone: 212.574.6035

Bill to Name: Kenton County School District
Bill To: 1055 Eaton Drive
 Fort Wright
 KY
 41017
 USA

Notes:

Discount provided for 2025:
 5% Multisite
 10% Manager (nonrenewable)

Schools:

Taylor Mill Elementary
 Ft. Wright Elementary
 Summit View Academy
 Caywood Elementary

Name	Quantity	Description	Unit Price	DISC (%)	Total
BrainPOP Elementary School Bundle	4	School-wide subscription to BrainPOP Jr., BrainPOP 3-8, BrainPOP Español, and BrainPOP Français with access to over 1,200 topics to ensure every student can confidently access grade-level curriculum with background knowledge. Teachers will have access to an on-demand professional learning course to support an effective implementation.	USD 8,455.00	46.78	USD 18,000.00
Total:					USD 18,000.00

Subtotal: USD 33,820.00

Discount: 46.8 %

Grand Total: USD 18,000.00

Total Savings Amount: USD 15,820.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Authorized Signature: _____

Date: ____/____/____

Name: _____

Title: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629 Please make all checks payable to "BrainPOP".
Email: purchaseorders@brainpop.com

ADDENDUM TO THE TERMS OF USE

This Addendum is entered on April 29, 2024, by and between BrainPOP LLC, with its address at 71 W 23rd Street, 17th Floor, New York, New York 10010 (the "Company") and Kenton County Board of Education, with its address at 1055 Eaton Drive Fort Wright, KY 41017 (the "District").

WHEREAS, the District wishes to purchase from the Company one-year subscriptions to certain BrainPOP products in accordance to the Quote attached hereto as Exhibit A (the "Subscription"); and

WHEREAS, the Subscription is subject to the Terms of Use and Privacy Policy posted on http://www.brainpop.com/about/terms_of_use/, as updated from time to time ("Terms of Use"); and

WHEREAS, the parties wish to amend certain terms of the Terms of Use only as it applies to the Subscription; and

WHEREAS, the parties wish that except as expressly set forth below, all other terms and conditions of the Terms of Use shall apply (mutatis mutandis), all as set forth herein below.

THEREFORE, it is mutually agreed as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Use.
2. All indemnities set forth in the Terms of Use shall be applicable only to the extent permitted by the laws of Kentucky.
3. The parties agree that any dispute relating to the terms in this Addendum shall be submitted to the exclusive jurisdiction and venue of the courts in Kenton County, Kentucky. Without derogating from the above, any claim that the District may have must first, and before taking any other legal action, be submitted to the Company in the form of a complaint (to: legal@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. If the parties fail to resolve the claim in this manner in a reasonable timetable, it shall be resolved in the exclusive jurisdiction and venue as specified above. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction. Notwithstanding the foregoing, the Company may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.
4. This Addendum will form an integral part of the Terms of Use for the District during the term of the Subscription. Unless expressly changed herein, all other terms and conditions of the Terms of Use, as updated from time to time, shall not be affected, and shall remain in full force and effect.
5. In any contradiction or discrepancy between the terms of this Addendum to those of the Terms of Use, as updated from time to time, the terms of this Addendum shall prevail for the term of the Subscription.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

[SIGNATURE PAGE FOLLOWS]

BrainPOP LLC

By: Anna Friedman
[signature]

Name: Anna Friedman

Title: Senior Director, Legal

Date: 4/29/2024

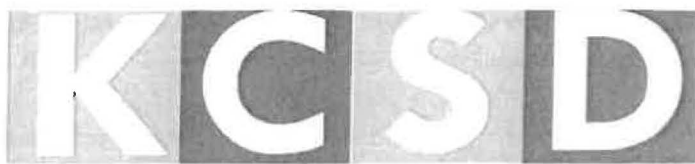
Kenton County Board of Education

By: _____
[signature]

Name: _____

Title: _____

Date: _____



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

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.

Generation Genius Inc.

Vendor Name

14622 Ventura Blvd #2026, Sherman Oaks, CA 91403

Vendor Address

866-936-5564

Vendor Telephone

support@generationgenius.com

Vendor Email Address

Tammy Burns

Signature by Vendor's Authorized Representative

Tammy Burns

Print Name

05.15.24

Date