



Issue Paper

DATE:

May 13, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the software license agreement between Studies Weekly and River Ridge to purchase a supplemental, standards-aligned social studies literature resource for K-5 instruction. This is for a 3 year subscription.

APPLICABLE BOARD POLICY:

01.11 General Powers and Duties of the Board

HISTORY/BACKGROUND:

Studies Weekly is a standards-aligned literature resource designed to provide students and teachers with print material that supports the science and social studies curriculum. Studies Weekly publications are organized thematically to the strands of civics and government, geography, economics, and history, and are fully aligned with the NGSS. Studies Weekly provides both hands-on and online access to all publications. Students in grades K-5 will have access to the publication and effectiveness will be measured through weekly formative assessments and overall student progress with the social studies standards.

FISCAL/BUDGETARY IMPACT:

\$29,127.85/Title 1

RECOMMENDATION:

Approval of the software license agreement between Studies Weekly and River Ridge to purchase a supplemental, standards-aligned science and social studies literature resource for K-5 instruction.

CONTACT PERSON:

Natalie Ewald


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 #107299**

Quote Issued: 05/06/2025
 Expiration: 08/06/2025
 Begin School Year: 2025-2026
 End School Year: 2027-2028
 Referral: Sales Rep

REQUESTER

NATALIE EWALD
 RIVER RIDGE ELEMENTARY SCHOOL
 2772 AMSTERDAM RD
 VILLA HILLS, KY 41017
 natalie.ewald@kenton.kyschools.us
 (859) 341-5260

REQUIRED FOR SHIPPING

All fields required. Orders require a purchase order before shipping. Orders begin shipping in April for the next school year. Orders default to partial shipping in mid-August unless specified otherwise. Someone must be present to sign for delivery.

Billing Name, Phone, Email (Billing contact if different than listed)

Billing PO #

Shipping Name, Phone, Email

Shipping Address (if different from listed)

School Start Date

Receive By Date

REQUIRED: When are you NOT available to receive the materials?☒ No shipping restrictions

Exclusion Dates for receiving

REQUIRED: Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?☐ Partial Ship☐ Whole Ship

Signature

Date

To cancel an order, contact Customer Service BEFORE your order is shipped. Returns and refunds must be in original, unused condition and returned within 30 days. The customer pays return shipping and a \$10 restocking fee per classroom box.

By signing this quote, you agree to all terms and conditions at <http://studiesweekly.com/legal>

Please submit this quote with your purchase order.

Occasionally, due to weather or other unforeseen circumstances, delivery may take longer than expected. However, you will have online access to your curriculum before that, depending on the time of year and if you enter your students.

CONTACT US

1140 N 1430 W Orem, UT 84057
 Phone: 866-311-8734 | Fax: 866-531-5589
 Email: orders@studiesweekly.com

REGIONAL MANAGER

Sheldon Savage
sheldon.savage@studiesweekly.com
 (801) 472-6282

ACCOUNT MANAGER

David Timmreck
david.timmreck@studiesweekly.com
 334-237-5212

TERMS AND CONDITIONS

Please visit
<http://www.studiesweekly.com/legal/> to
 learn more about our legal terms.

River Ridge Elementary School

2772 Amsterdam Rd
 Villa Hills, KY 41017

	Grade	SKU	Title	Class	Unit Price	Qty	Cost
PD							
	PD	PDWEB	Webinar Session (up to 2 hrs)	1	\$500.00	2	\$1,000.00
Total							\$1,000.00
Social Studies							
	0	SWb0	My World Studies Weekly: Near and Far	6	\$28.85	150	\$4,297.50
	1	SWb1	The World Around Me Studies Weekly: Yesterday and	6	\$28.85	150	\$4,297.50
	2	SWb2	Connecting Communities Studies Weekly: Expansive I	6	\$28.65	130	\$3,724.50
	3	KYb3	Kentucky Studies Weekly: Global interactions	6	\$28.65	140	\$4,011.00
	4	KYb4	Kentucky Studies Weekly: Migration and Settlement	6	\$28.65	150	\$4,297.50
	5	KYb5	Kentucky Studies Weekly: Colonization to Constitution	6	\$28.65	145	\$4,154.25
Total							\$24,782.25

Sub Total: \$25,782.25

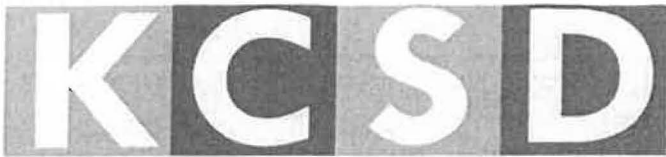
Tax: \$0.00

Shipping: \$3,345.60

Total: \$29,127.85

Thank you,

for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.



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

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

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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.

Studies Weekly, Inc.

Vendor Name

1140 North 1430 West, Orem, UT 84057

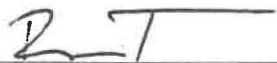
Vendor Address

866-311-8734

Vendor Telephone

support@studiesweekly.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Ron Taylor, Chief Technology Officer

Print Name

5/8/2025

Date

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Studies Weekly Terms of

Data and Online Usage Policies

Licensing

Each educator must have their own Studies Weekly Online (SWO) account and ensure that usernames and passwords are not shared. Each Teacher Account is valid for one annual subscription. Teachers can create as many classrooms as needed, but the number of student accounts between all created classrooms should not exceed the purchased number of annual subscriptions. You may not resell, distribute, or otherwise share logins or printed materials. You must always have an active subscription to use downloaded, copyrighted materials.

Each educator must ensure that students, families, and classrooms do not share accounts. Every student must have their own student account and



Registration

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To use SWO, each user must register their name, email address, and other details. Information collected about educators is not shared or sold, but may be used to communicate product and service updates.

How do we protect your information?

We use a secure server. All sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. This information is only accessible by those authorized with special access rights to such systems. We do not store private information (credit cards, social security numbers, financials, etc.) after a transaction.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to a computer's hard drive through your web browser to recognize the browser, capture, and remember certain information.

We use cookies to process the items in the shopping cart, save user preferences for future visits, and compile aggregate data about site traffic to improve the site experience. We may contract with third-party service providers but these service providers may only use the information to help us conduct and improve your experience. No identifiable information is shared with third-party service providers.

Do we disclose any information to outside parties?



confidential. We may also release information when such release is appropriate to comply with the law, enforce site policies, or protect ours or others rights, property, or safety.

What data information do we collect?

We only have access to information that you voluntarily provide. We do not sell or share this information. Data provided by you or your organization (either through automated rostering or by interaction with user accounts) is and shall remain the property of the provider.

All data released is in compliance with the Family Education Rights and Privacy Act (FERPA) and Studies Weekly policies as set forth in this document, for managing student education records and other confidential information.

In becoming a Studies Weekly customer, each customer is agreeing to grant Studies Weekly license to use such data for

- Communication
- Shipping
- Creating accounts
- Identifying user access to their data
- Creating aggregate reports

Data will not be divulged to unauthorized third parties or used in any way that would violate FERPA.

Your Access to and Control Over Information



customer with other information that relates to purchases and subscriptions. [Find Your State](#)

Anyone may contact us to:

- See what data we may have about them
- Change or correct their data
- Ask us to delete their data
- Express concern about use of their data

Security

We take precautions to protect information. When a customer submits sensitive information via the website, their information is protected both online and offline. We will notify them by email or phone within 48 hours should we ever discover a data breach.

When we collect sensitive information (such as credit card data), that information is encrypted and securely transmitted. To verify, check the closed lock icon at the bottom of your web browser, or for “https” at the beginning of the web page address.

We also protect your information offline. Only employees that need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers and servers which store personally identifiable information are kept in a secure environment.

If you have concerns about how we comply with this privacy policy, please contact us at (866) 311-8734 or email support@studiesweekly.com.

Legal Compliance

We maintain strict compliance with FERPA (Family Educational Rights and Privacy Act), COPPA (Children’s Online Privacy Protection Act), and state



Downloadable Resources

For your convenience we allow certain resources to be downloaded. These files are intended only to help you teach and enhance your classroom experience. However, you are not permitted to share, upload to other websites or services, or sell. If you have any questions or need special permissions, please email contracts@studiesweekly.com.

Intellectual Property

All online and print materials are copyright protected and intended to be used solely by the purchaser and the properly licensed customers. Further use, duplication, or distribution to persons not covered by your license is a copyright infringement. This includes, but is not limited to, derivative works to be sold or given to third parties.

We are sometimes asked if content, samples or excerpts can be used in articles, papers, or other projects. Regrettably, we are unable to allow such use to unauthorized third parties due to our commitment to safeguarding our intellectual property. We strictly adhere to policies and guidelines governing the utilization of our materials for external purposes. Apart from copyright protection, we are bound by legal restrictions and pre-existing agreements that prohibit us from sharing any content, examples, or direct references for publication. Our dedication to maintaining the integrity and exclusivity of our content is of utmost importance to us.

Your Consent

By using our site, you consent to our privacy policy.



If we change any policy, we will post changes [here](#). [Login](#)

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ADA (Americans with Disabilities Act) & Section 508 Compliance

ADA Compliance (508 Compliance) provides accessibility for digitally published material.

Studies Weekly is committed to providing access to our online curriculum for all students, regardless of ability, by complying with the guidelines set forth by the Americans with Disabilities Act. Below, we've outlined the different ways that our site meets web accessibility best practices:

- Web Content Accessibility Guidelines compliant
- Article narration with variable speed
- Audio reader can read assessment questions to a student
- Article narration highlighting tool is color blind accessible
- The application is screen-reader software compliant
- Digital versions of all articles, images, and related media
- Annotation features and highlighting (code text for improved comprehension and retention)
- Many videos include closed captioning
- Large-print

Updates

Studies Weekly strives to keep its product up-to-date and culturally relevant. As such we reserve the right to make updates and edits. Occasionally, we replace products in order to improve standards coverage. In such cases, if you have a long term adoption, we will offer to let you receive your



Uptime Guarantee

At Studies Weekly, we value our customers and understand that unplanned downtime may cause frustration. To ensure that we address any inconvenience our users may experience, we have established the following uptime policy.

Service Availability Guarantee

Our commitment is to provide a service that is available 99% of the time. We strive to maintain uninterrupted access to our platform and its features for our users.

Compensation for Downtime

In the event of unplanned downtime, we will compensate our users with credits based on the duration of the downtime, according to the following schedule:

- Downtime of less than 1 hour: No credit will be given.
- Downtime of 1 hour to 24 hours: We will provide 1 hour of credit for every hour of downtime.
- Downtime of more than 24 hours: We will provide 2 hours of credit for every hour of downtime.

Credit Request Process

To be eligible for credit, the purchaser must submit a request to our support team within 7 days of the downtime occurrence. Our dedicated support



Credit Application

If credit is awarded, it will be applied to the purchaser's account within 10 days of the credit request being approved.

Comprehensive Coverage

Our uptime guarantee applies to the entire service, encompassing all features and components, except for isolated service disruptions that do not constitute overall downtime. It is based on a monthly rolling average, meaning calculation is always 30 days from the incident. For example, if there were a 2-hour outage on March 1st, we would calculate the uptime from January 31st through March 1st. In this scenario, it would be 99.72% uptime.

Exclusions

The uptime guarantee does not cover downtime caused by factors beyond our control, including but not limited to:

- a) Natural disasters or power outages.
- b) Actions or limitations imposed by third-party providers, such as the customer's Internet Service Provider (ISP), Single Sign-On (SSO) services, and rostering services.

While we strive to work closely with these providers to maintain seamless service, any downtime resulting from their actions or limitations falls outside the scope of our uptime guarantee. We will, however, do our best to assist and collaborate with our users in resolving any issues arising from such situations.

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appreciate your understanding and remain dedicated to providing the best possible service.

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Ordering, Shipping, and Returns

Payment Terms

The upcoming school year curriculum payment is due September 1 unless the order is placed after August 1. Orders placed after August 1 for the current school year are Net 30. Orders not sent to a school district address and Homeschool orders require full payment before shipment.

Duplicate Orders

Studies Weekly is not responsible for duplicate orders. Duplicates may occur when an order is sent in separately from a PO, creating the appearance of two unique orders. To avoid such confusion, please send your order and PO together. If you notice that your order has been duplicated, please contact Customer Service at (866) 311-8734 to cancel the duplicate order and arrange for a return, if necessary. Please see our return policy for further details.

Return Policy

Orders can be canceled prior to shipment by contacting our Customer Support department as soon as possible. For any orders that have shipped, the items must be received back with an included RMA (Return Material



Studies Weekly will gladly accept a return under the following conditions:

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- Contact the Customer Support department to request a Return Material Authorization (RMA) within a valid return window.
 - Pre-orders have until Oct. 31st.
 - Standard orders have 60 days from the date of purchase.
- RMAs are valid for 30 days and the return must be received within the 30 day window.
 - No RMAs will be issued after January 30th of the current school year.
 - No refunds will be given for orders received after the RMA expires.
- The customer is responsible for all return shipping costs.
- Products must be returned unused, unseparated, undamaged, and in their original condition.
 - Damaged or incomplete products are not eligible for a refund.
- A restocking fee will be applied to each classroom box returned.
 - The restocking fee is \$10.00.
 - The restocking fee is subtracted from the total refundable amount.
 - If there is not a refundable amount, the customer is still responsible for the restocking fee.
- A refund will be issued after the return is processed, the condition is verified, and the restocking fee has been applied.

Refunds are only available up to 60 days after the date of purchase or before October 31 of the order year.

Online Product Limitations and Modifications

For all digital or online-only products, orders are non-cancelable, non-refundable, and non-transferable after 60 days from the purchase date. Requests to modify or change SKUs associated with the order will not be accepted after this 60-day period. Customers acknowledge that once digital



Shipping Policy

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Shipping for the new school year begins in April, and product is shipped within a mutually agreed upon shipping window, based on customer availability to receive and sign for delivery. Please note:

- The shipping carrier is typically FedEx or Freight and is determined by order details.
- Products can be expected to arrive within 14 days of shipping.
- Studies Weekly is not responsible for delayed delivery of product due to backorder, acts of nature, carrier problems or other unforeseeable issues.
- Publications that are delivered damaged or lost in shipment will be replaced at no additional cost.
- Please allow 3-4 weeks for shipping to Hawaii and Alaska.

PD Session Cancellation and Rescheduling

1. Cancellation by Studies Weekly: We aim to deliver every scheduled PD session, but we may need to cancel or reschedule under certain circumstances, including but not limited to:

- Unforeseen IT or technical outages that prevent virtual sessions from taking place.
- Severe weather events or natural disasters that make it unsafe or impossible to conduct in-person or virtual sessions.
- Trainer illness or emergency that cannot be accommodated with a substitute trainer in time.
- Travel delays or cancellations impacting in-person sessions.

Rescheduling and Make-Up Options

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- When rescheduling is not feasible, we will offer to transition pre-recorded webinar or grant access to any available national onboarding webinars as a make-up option.

2. Cancellation by Customer: If you need to cancel or reschedule your PD session, we request at least 7 business days' notice to avoid cancellation fees. You may cancel or reschedule under the following circumstances:

- Internal scheduling conflicts or changes in the school calendar.
- Emergency situations such as school closures, natural disasters, or other events beyond your control.
- Budgetary or resource constraints that require postponing or modifying the session.

Rescheduling and Make-Up Options

- If cancellation is made with at least 7 business days' notice, we will work with you to reschedule the session at no additional cost.
- Cancellations made within less than 7 business days may be subject to a cancellation fee, except in cases of emergency or force majeure.
- We will provide flexible options to transition the session to a virtual format or offer access to national onboarding webinars if rescheduling is not possible.

3. Communication and Support: Whether the cancellation is initiated by Studies Weekly or by you, our team is committed to ensuring minimal disruption to your professional development plans.

- You will receive confirmation of the cancellation, along with suggested alternative dates and formats to make up for the session.
- We are here to assist with any questions and can be reached at support@studiesweekly.com for further support.
- By working together, we ensure that educators receive the training they need, even when unexpected changes occur.



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