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Issue Paper

DATE:

4/10/2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions between Neptune SchoolZone and Summit View Academy for the 2026-2027 school year.

APPLICABLE BOARD POLICY:

01.1- Legal Status of the Board

HISTORY/BACKGROUND:

Neptune SchoolZone is a custom music solution created specifically for schools, including PE classes, cafeteria, after-school events, and classrooms. Neptune SchoolZone will be used in the P-8 PE classes as a classroom management tool, in classrooms for brain breaks and background noise, and during arrival to welcome students into the school building.

FISCAL/BUDGETARY IMPACT:

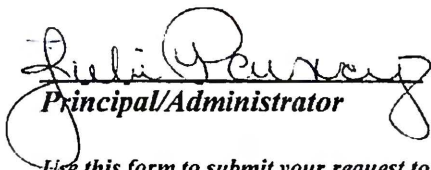
\$1,500

RECOMMENDATION:

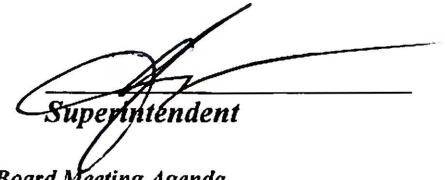
Approval of the contract and conditions between Neptune SchoolZone and Summit View Academy for the 2026-2027 school year.

CONTACT PERSON:

Julie Pouncy


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.



Summit View Academy

Summit View Academy [Independence] - SZ (PRO - KY)

5006 Madison Pike
Independence, 41051

Reference: 20260407-112314640

Quote created: April 7, 2026

Quote expires: June 1, 2026

Quote created by: Lacie Bohanon

Julie Pouncy

julie.pouncy@kenton.kyschools.us

lacie@neptunenow.com

Jenn Wienser

jennifer.wiesner@kenton.kyschools.us

Comments from Lacie Bohanon

Thank you for your interest in SchoolZone. We currently are still running our Extended Service Special, so if you sign up now you receive SchoolZone for the remained of this school year and all of next school year for the same price.

Products & Services

Item & Description	Quantity	Unit Price	Total
SchoolZone / 3 Stations / Classroom Downloads Includes three (3) Primary Stations that can each be downloaded to a different device, an unlimited number of Classroom Stations for downloading to classroom-specific devices, access to our 100% lyric-safe music library, custom-branded stingers, and event-specific messages.	1	\$1,500.00 / year	\$1,500.00 / year for 1 year

Annual subtotal	\$1,500.00
Total	\$1,500.00
Total contract value	\$1,500.00

Purchase terms

Thank you for your interest in SchoolZone. The pricing presented on this estimate will be valid for a period of 90 days unless otherwise specified in the product description.

- View: [Terms & Conditions](#)
- View: [SchoolZone Proposal](#)
- View: [CMC Neptune W-9 2026](#)

Questions? Contact me



Lacie Bohanon
lacie@neptunenow.com

CMC Neptune
PO Box 132691
Tyler, TX - Texas75713



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**THE KENTON COUNTY
BOARD OF EDUCATION**
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859.344.8888 – Fax 859.344.1531
www.kenton.kyschools.us
Dr. Henry Webb, Superintendent

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.

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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).

Terms and Conditions Review and Provisions

The Software's Terms and Conditions may be reviewed for informational purposes; however, execution of this Vendor Assurance constitutes the vendor's agreement to comply with the requirements set forth herein. In the event of any conflict, inconsistency, or ambiguity between the Vendor's Terms and Conditions and this Vendor Assurance, **the provisions of this Vendor Assurance shall govern and supersede** the Vendor's Terms and Conditions. By executing this Vendor Assurance, the vendor expressly agrees that the following requirements apply, notwithstanding any contrary language contained in the Vendor's standard Terms and Conditions:

- The agreement must include a **mutual Opt-Out Clause**, permitting either party to terminate participation under the agreement in accordance with stated notice requirements.
- **No late fees**, interest, penalties, or administrative charges of any kind may be imposed under the agreement.
- Any provisions related to **governing law, venue, arbitration, or dispute resolution** shall designate **the Commonwealth of Kentucky and/or Kenton County, Kentucky** as the exclusive governing law and venue for any legal action or proceeding.

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.

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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.

CMC Neptune LLC

Vendor Name

1510 E Grande Blvd, Tyler TX 75703

Vendor Address

903-630-7487

Vendor Telephone

privacy@neptunenow.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Stan Jontra

Print Name

4/8/2026

Date

Terms & Conditions



We want to ensure that your school has the best experience possible using your Neptune *SchoolZone* station. If you have any questions concerning the following Terms and Conditions, please contact your Product Representative. These Terms and Conditions are valid as of January 1, 2026 and are subject to change. You will be informed if any updates are made to said Terms and Conditions. Payment of your invoice and / or continued use of service constitutes acceptance of these Terms and Conditions.

01. Agreement

This service agreement is for a one-year period beginning on the date of your first station download, with payment in full due in advance of work commencing on your station. Annual renewal fee is due on or before the anniversary date of original purchase.

02. Late Payment Policy

Account is considered delinquent if not paid within 30 days after the due date. If your account is delinquent, service will be suspended. 60 days after the due date, the account will be closed.

03. 30-Day Money Back Guarantee

We believe you will love your Neptune *SchoolZone* station. However, if for any reason you wish to cancel your service, you have 30 days after your station begins operating to receive a refund of the full annual subscription price. Any cancellations made after the 30-Day Trial Period in year one of service or at any time in subsequent years will take effect at the end of the period for which payment has already been made.

04. Use Limited to an Individual Campus

SchoolZone stations, including Classroom Stations, are for use at a single location and/or school. Sharing station downloads across multiple campuses or schools is strictly prohibited.

05. State Sales Tax Exemption Status

If you have tax-exempt status, please provide CMC Neptune with valid and complete tax-exemption documentation for our records. Acceptable documentation includes, but is not limited to, state resale certificates, exemption certificates, or other proof of exemption recognized by the relevant taxing authority.