



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

# Issue Paper

**DATE:**

April 8, 2026

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract and conditions with Stukent for Dixie Heights and Simon Kenton High Schools for the 26-27 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Stukent (formerly BusinessU) is a web based software used by Accounting classes. Stukent is a simulation software that allows students to learn to complete accounting assignments in a software program similar to what would be utilized in businesses today. In addition, the program provides summative and formative assessments to verify student mastery of the topics and prepares them for various CTE assessments.

**FISCAL/BUDGETARY IMPACT:**

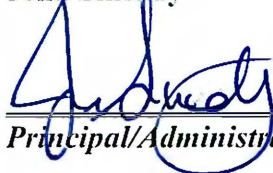
\$18,510 (Instructional Funds-7000, CTE Funds)

**RECOMMENDATION:**

Approve the contract and conditions with Stukent for Dixie Heights and Simon Kenton High Schools for the 26-27 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 Details

Quote Name	SKHKY260320_v3	Prepared By	Taylor Chapuran
Quote Number	00012539	Email	taylor.chapuran@stukent.com
Created Date	3/20/2026		
Expiration Date	5/19/2026		

Purchase Details

Account Name	Simon Kenton High School	Contact Name	Heather Piper
Bill To Name	Simon Kenton High School	Email	heather.piper@kenton.kyschools.us
Bill To	11132 Madison Pike Independence, KY 41051	Phone	8599600100

Product	Quantity	Sales Price	Total Price
BMF   Core Course Suite   1-year License	1.00	\$2,895.00	\$2,895.00
BMF   Core Simternship Suite   1-year License	1.00	\$2,895.00	\$2,895.00
ACC   Accounting Course   1-year License	1.00	\$1,595.00	\$1,595.00
ACC   Accounting Simternship   1-year License	1.00	\$1,295.00	\$1,295.00
Additional Teacher at Same Site   1-year License	5.00	\$495.00	\$2,475.00
Product Bundle Discount - BMF	1.00	-\$770.00	-\$770.00

Next Steps:

1. Confirm receipt of this quote.
2. Once the purchase order has been generated, please send a copy to [sales.cte@stukent.com](mailto:sales.cte@stukent.com) at your earliest convenience.

Grand Total

\$10,385.00

\*If purchasing by card, our finance team will issue you an invoice via email. Contact the email for this request.

### Quote Details

Quote Description	26-27 BMF + HTM	Prepared By	Taylor Chapuran
Quote Name	DHHKY260306_v1	Email	taylor.chapuran@stukent.com
Quote Number	00012097		
Created Date	3/17/2026		
Expiration Date	7/15/2026		

### Purchase Details

Account Name	Dixie Heights High School	Contact Name	Kenneth Taylor
Bill To Name	Dixie Heights High School	Email	kenneth.taylor@kenton.kyschools.us
Bill To	3010 Dixie Hwy Edgewood, KY 41017 US		

Product	Quantity	Sales Price	Total Price
BMF   Core Course Suite   1-year License	1.00	\$2,895.00	\$2,895.00
ACC   Accounting Course   1-year License	1.00	\$1,595.00	\$1,595.00
MS Office Cert Prep Suite   1-year License	1.00	\$1,295.00	\$1,295.00
HTM   Core Course Suite   1-year License	1.00	\$1,495.00	\$1,495.00
Additional Teacher at Same Site   1-year License	3.00	\$495.00	\$1,485.00
Product Bundle Discount - BMF	1.00	-\$290.00	-\$290.00
CTE Discount	1.00	-\$350.00	-\$350.00

### Next Steps:

1. Confirm receipt of this quote.
2. Once the purchase order has been generated, please send a copy to [sales.cte@stukent.com](mailto:sales.cte@stukent.com) at your earliest convenience.

Grand Total \$8,125.00

\*If purchasing by card, our finance team will issue you an invoice via email. Contact the email for this request.



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**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](http://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.

**Stukent, Inc**

Vendor Name

**1755 International Way, Idaho Falls, ID 83402**

Vendor Address

**(800) 921-5310**

Vendor Telephone

**sales.cte@stukent.com**

Vendor Email Address



Signature by Vendor's Authorized Representative

**Mike Andrus**

Print Name

**4/11/2026**

Date

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# Stukent, Inc. Terms & Conditions

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Effective Date: November 17, 2025

By using this Website (as defined below), you agree to these Terms and Conditions and our [Privacy Policy](#), which form a legally binding agreement between you and Stukent. If you do not agree, please do not use our Website.

"**Stukent**," "**Website**," "**Us**," or "**We**" refers to the owner of this website providing the Services (as defined below), subject to Your acceptance of these Terms.

"**You**" or "**Your**" refers to the user or viewer of our Website. "**Services**" includes all courseware, simulations, and other activities available on our Website.

If Stukent signs a separate Data Processing Agreement or similar privacy agreement with Your school or institution, that agreement will take precedence over these Terms and Conditions. This applies only to the extent that such an agreement specifically addresses the data covered by these Terms and Conditions.

If you have questions about our Terms and Conditions or Privacy Policy, please contact [support@stukent.com](mailto:support@stukent.com).

## Personal Data Policy & Your Rights

See our [Privacy Policy](#) for details regarding our collection and use of Your personal information as well as definition of Your rights. Unless specifically noted, all data is stored and processed in the

## Intellectual Property Rights

Stukent owns all intellectual property rights related to our Website and its materials, including but not limited to our logo, design, layout, graphics, information, data, text, messages, software, sound, music, video, photographs, images, and tags ("**Content**"). All Content is protected by intellectual property and copyright laws and belongs to Stukent or its licensors.

Unauthorized reproduction is prohibited. All intellectual property rights are reserved, subject to the license below. Third-party trademarks used on this Website are acknowledged.

The Stukent logo, appearance, layout, color scheme, and design of stukent.com are protected trade property. You may not use them without Stukent's express permission. Unauthorized use of our Content or Services may violate intellectual property laws. You agree to help Stukent prevent unauthorized copying of our Services or Content.

### You must not:

1. Republish material from this Website (including on other websites).
2. Sell, rent, or sublicense material from the Website.
3. Reproduce, duplicate, copy, reverse engineer, or exploit material from our Website for commercial purposes, unless Stukent has given specific written approval.
4. Redistribute material from this Website, except for content specifically and expressly made available for redistribution (e.g., our email newsletter, brochures, or case studies).
5. Use the Services in any way that could damage, disable, overburden, or impair any Stukent website or interfere with any other party's use and enjoyment of the Services.
6. Share licenses, even with teammates, friends, family, or other students. This is strictly prohibited and can result in being banned from the Stukent platform.

You may view, download (for caching only), and print pages from the Website for personal use, subject to the restrictions above.

## Copyright Enforcement

To report infringing material, please provide the following information:

1. **Description of the copyrighted work:** Clearly identify the work You believe is infringed. If possible, include a copy or a link (URL) to an authorized version.
2. **Identification of the infringing material:** Describe the material You believe is infringing and provide its URL or any other details that will help us locate it.
3. **Your contact information:** Include Your name, address, phone number, and email address (if available).
4. **Statement of good faith belief:** Confirm that You genuinely believe the use of the materials is not authorized by the copyright owner, their agent, or the law.
5. **Statement of accuracy:** Declare that the information You provided is accurate and that, "under penalty of perjury," You are the copyright owner or authorized to act on their behalf.
6. **Signature:** Provide Your signature or an electronic equivalent, or that of the authorized representative.

We may terminate the accounts of users who violate copyrights.

## Website License

Your use of our Services is at Your own risk. We are not responsible for Your use of our Services, and You are responsible for ensuring that our products, services, or information meet Your needs. Stukent may change or discontinue services at any time.

While You may visit [stukent.com](https://www.stukent.com) without an account, full access to our Services requires registration. By registering or using the Services, You agree to the Stukent [Privacy Policy](#). Your use of Services is subject to these Terms, regardless of registration. If Your registration or access data is shared with a third party, they must also comply with these Terms.

Registration requires You to provide personal information such as Your name and email. Please review our [Privacy Policy](#) for details about what data we collect and how we use it. By registering, You confirm Your registration data is true, accurate, current, and complete, and You agree to keep it updated. You authorize Stukent to verify this information. If Your information is untrue, inaccurate, or incomplete, Stukent may suspend or terminate Your access to the Services.

## Limitation of Liability

The information on the public version of <https://stukent.com> is provided free of charge. While we strive for correctness, we do not warrant its completeness, accuracy, availability, or that the material is kept up-to-date. You acknowledge that it would be unreasonable to hold us liable for this Website or its information.

Your use of the Services is conditioned upon Your material compliance with these Terms and any other Stukent guidelines. We may terminate or suspend Your access to the Services, at our sole discretion, without prior notice, and without liability to You, if You fail to comply. Stukent also reserves the right to terminate or suspend access for any conduct believed to be directly or indirectly harmful to other users (e.g., DDoS attacks), Stukent, its affiliates, contractors, or third parties, or for conduct violating any local or foreign laws or regulations.

Our liability is limited and excluded to the maximum extent permitted by applicable law. We will not be liable for any direct or indirect loss or damage arising under these Terms or in connection with our Website, whether in tort, contract, or otherwise. This includes, but is not limited to, loss of profit, contracts, business, goodwill, data, income, revenue, or anticipated savings.

Stukent's provision of Services is subject to existing laws and legal process, including our obligation to comply with governmental, court, and law enforcement requests regarding Your use of the Services or information gathered by us.

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions (including implied warranties of satisfactory quality, fitness for purpose, and reasonable care and skill).

Nothing in these Terms shall exclude or limit our liability for fraud, death, or personal injury caused by our negligence, or any other liability that cannot be excluded or limited under applicable law.

You understand and agree that this limitation of liability is an agreed allocation of risk and essential to this agreement. Without Your agreement to this limitation, Stukent would not provide the Services to You.

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employees, affiliates, agents, contractors, or members shall be limited to the total amount you paid for the Services in the six-month period preceding the claim.

## Payments

Depending on Your account type, You may be required to pay for Services online. You understand that Stukent does not process transactions; therefore, all payment-related inquiries or claims must be directed to the payment processor. Stukent partners with selected payment processing companies.

## Refunds

Stukent offers refunds for materials purchased directly from Us, provided:

1. The refund is requested within 14 days of purchase.
2. No more than 2 simulation rounds have been completed.

## Support

We aim to respond to support requests within one business day but do not guarantee specific response times.

## Restricted Access

Access to certain areas of our Website is restricted. We reserve the right to restrict access to areas of our Website, or indeed our whole Website, at our discretion.

confidential. You accept responsibility for all activities that occur under Your account and password. You must immediately notify us of any unauthorized use of Your password or account by sending an email to [support@stukent.com](mailto:support@stukent.com).

We may disable Your account at our sole discretion or if You breach any of the policies or terms governing Your use of our Website.

## Communications

You understand and agree that the Services may include certain communications from Stukent, its users, its agents, or partners, including service announcements and administrative messages, and that these communications are considered part of Your Stukent user license rights and You will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Services as Stukent considers, including the release of new Stukent properties, shall be subject to these Terms.

Stukent agrees to maintain reasonable appropriate administrative, physical, and technical safeguards for the confidentiality, integrity and availability of the Services and all data that is processed through the Services. The transmission of data or information (including communications by email) over the internet or other publicly accessible networks may not be secure and is subject to possible loss, interception, or alteration while in transit.

The Services may involve communication with other users through chat areas, social media platforms, forums, communities, personal web pages, calendars, and/or other messaging or communication facilities. You agree to use the Communication Services only to post, send, and receive messages and material that are appropriate and related to the particular Service, as determined by Stukent. By way of example, and not as a limitation, You agree that when using a Communication Service, You will not:

1. Defame, abuse, harass, stalk, threaten or violate the legal rights (such as rights of privacy and publicity) of others.
2. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
3. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received

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programs that may damage the operation of another person's computer.

5. Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
6. Conduct or forward surveys, contests, pyramid schemes, or chain letters.
7. Download any file posted by another user of a Communication Service that You know, or reasonably should know, cannot be legally distributed in such manner.
8. Falsify or destroy any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
9. Restrict or inhibit any other user from using and enjoying the Communication Services.
10. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
11. Harvest or otherwise collect information about others, including email addresses, without their consent.
12. Violate any applicable laws or regulations.

We reserve the right to review materials posted to a Communication Service and to remove any materials at our sole discretion but undertake no obligation to monitor the Communication Service. We reserve the right to terminate Your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

## Third-Party Sites

The Services may contain links to third-party web properties ("Linked Sites"). These properties are not under our control, and we are not responsible for the contents of any Linked Site, including, but not limited to, links, media, or future changes. The Linked Sites are provided to You as a convenience, and the inclusion of any Linked Site does not imply endorsement by us of the Linked Site or any association with its operators.

## Law and Jurisdiction

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Courts of the United States or international arbitrators, any such arbitration shall be held in London, England, and the language of the proceedings shall be English.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at our sole discretion.

## Entire Agreement

These terms and conditions, together with our privacy policy, constitute the entire agreement between You and Us in relation to Your use of our Website, and supersede all previous agreements in respect of Your use of this Website.

Notwithstanding anything herein to the contrary, the parties agree that any duly executed Data Protection Agreement or similar privacy-related agreement, separately entered into between the parties, shall control if there is a conflict between these Terms or the Stukent Privacy Policy with the Data Protection Agreement as it relates to the use and/or disclosure of confidential data provided by You. The Data Protection Agreement, if duly executed, is hereby incorporated by reference.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

You agree that no joint venture, partnership, employment, or agency relationship exists between You and Us as a result of these Terms or Your use of the Services.

## Notices

The parties agree that any notices of a dispute or other communications addressed to Us will be sent by certified or registered mail, return receipt requested, to the contact address set forth on the

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Notices regarding the Services in general may be given by electronic mail to Stukent at [support@stukent.com](mailto:support@stukent.com).

## Terms and Conditions Updates

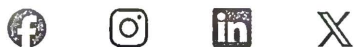
Stukent may modify, discontinue, or terminate Your use of the Services or these Terms at any time. We will provide at least 30 days' prior notice of material changes (including fees) by posting them [here](#) and updating the "Effective Date." During this notice period, You may review proposed changes and communicate object via [support@stukent.com](mailto:support@stukent.com). If You do not agree to the updated terms, Your sole recourse is to stop using our Services before the changes take effect.

## How To Contact Us

If you have any questions or concerns, please contact us at [support@stukent.com](mailto:support@stukent.com) or at our toll-free number: (855) 788-5368.



### CONTACT US



855-788-5368

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