

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

Issue Paper

DATE:

April 10, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve agreement with Coordinated Approach to Child Health (CATCH) and the Kenton County School District for the 2026-2027 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Schools in Kentucky are required to distribute evidence-based, age appropriate prevention and cessation materials to all students at the beginning of each school year and access to evidence-based age appropriate nicotine prevention and cessation material throughout the school year for all students in the district. CATCH Substance Misuse prevention curriculum is peer reviewed and recommended by Kentucky Department of Education. CATCH provides developmentally appropriate lessons and activities for students K-12. The lessons cover topics such as effects of substance use, potential consequences of substance use, refusal skills and healthy life choices.

FISCAL/BUDGETARY IMPACT:

\$1683.00 (Title IV funds)

RECOMMENDATION:


Approval of the contract and terms and agreement with agreement with Coordinated Approach to Child Health (CATCH) and the Kenton County School District for the 2026-2027 school year.

CONTACT PERSON:

Shelly Boutwell/ Lesley Smith


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

006Ps00000aFd4MIAS

Date: 04/10/2026

Quote is valid until 07/09/2026

CATCH Global Foundation
PO Box 28282
Austin, TX 78755
(855) 500-0050

KENTON COUNTY
1055 Eaton Dr Fort Wright, Kentucky 41017

Item	Years	Quantity	Price	Total
Substance Misuse Prevention (K-12)	1	17	\$99.00	\$1,683.00
			Total:	\$1,683.00

Notes

To place your order, fill out the order form on page 2 and submit (with purchase order, if applicable) via our e-signature tool or by emailing to contracts@catch.org. All pricing is in USD, unless otherwise specified.

If you have questions regarding this quote, please contact:

Amy Moyer
Director of Partnerships
amy@catch.org
(855) 500-0050 ext. 815

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CATCH Global Foundation	
2	Business name/disregarded entity name, if different from above.	
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) <u>501(c)3 Non-Profit Corporation</u>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5	Address (number, street, and apt. or suite no.). See instructions. PO Box 28282	Requester's name and address (optional)
6	City, state, and ZIP code Austin TX 78755	
7	List account number(s) here (optional)	

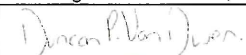
Part I	Taxpayer Identification Number (TIN)	Social security number
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later. Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.		
		or
		Employer identification number
		46-5369024

Part II Certification

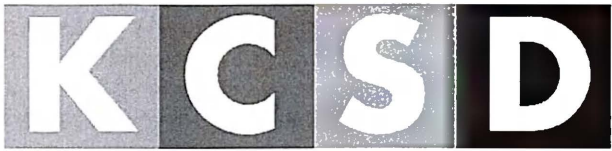
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date: 04/10/2026
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<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>What's New</p> <p>Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.</p>	<p>New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they</p>
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**THE KENTON COUNTY
BOARD OF EDUCATION**

2044 Tuscanview Dr., Covington, KY 41017
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.

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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.

CATCH Global Foundation

Vendor Name

3575 Far West Blvd, Suite 28282 / Austin, TX 78731

Vendor Address

855-500-0050

Vendor Telephone

info@catch.org

Vendor Email Address

Duncan P. Van Dusen.

Signature by Vendor's Authorized Representative

Duncan Van Dusen

Print Name

April 17, 2026

Date

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Terms of Use

Welcome to the CATCH.org Website

Welcome to the CATCH Global Foundation ("Us" or "Our" or "We") CATCH.org Website

– and thank You for visiting. We hope You enjoy the experience!

These Terms of Use ("Terms") are a legal contract between You and Us (collectively, "Everyone") and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as "Materials") that We and Our affiliates may make available to You, as well as any services ("Services") We may provide through any of Our websites (all of which are referred to in these Terms as this "Website").

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PASSWORD RESTRICTED AREAS OF THIS WEBSITE.

If You want an account with Us, You must submit the following information through the account registration page on this Website:

A working email address;

First and last name;

The state in which you work;

The school district, organization and/or school for which you work, as applicable;

You may also provide additional, optional information so that We can provide You a more customized experience when using this Website –but, We will leave that decision with You. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your account and making relevant changes directly. And, if You forget Your password – no worries as We will happily send a password update to Your provided email address.

You are responsible for complying with these Terms when You access this Website, whether directly or through any account that You may setup through or on this Website. Because it is Your account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Website as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Website. Should You believe Your password or security for This Website has been breached in any way, You must immediately notify Us.

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By registering for an account with Us, You become a "Subscriber" with access to certain password restricted areas of the Website and to use certain Services and Materials offered on and through the Website, depending on the package purchased (a "Subscription"). Each Subscription and the rights and privileges provided to a Member is personal and non-transferable.

You agree that Your use of this Website and Our Services is contingent on an underlying contract with your school, organization and or school district ("Contract"), as applicable. We may suspend or terminate Your account and/or access to Our Services and this Website if your Contract is terminated.

PRIVACY POLICY.

We respect the information that You provide to Us, and want to be sure You fully understand exactly how We use that information. So, please review [Our Privacy Policy](#) ("Privacy Policy") which explains everything.

LINKS TO THIRD-PARTY SITES.

We think links are convenient, and We sometimes provide links on his Website to third-party websites. If You use these links, You will leave this Website. We are not obligated to review any third party websites that You link to from this Website, We do not control any of the third-party websites, and We are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, We do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to from this Website, You do this entirely at Your own risk and You must follow the privacy policies and terms and conditions for those third-party websites.

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Certain areas of this Website (e.g., blogs, chat rooms, comment boxes, notes fields, or customer ratings and review areas) may permit You to submit feedback, information, data, text, software, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non confidential and non-proprietary. Further, We do not guarantee that You will be able to edit or delete any User Submission You have submitted.

By submitting any User Submission, You are promising Us that:

You own all rights in Your User Submissions (including, without limitation, all rights to the reproduction and display of Your User Submissions) or, alternatively, You have acquired all necessary rights in Your User Submissions to enable You to grant to Us the rights in Your User

Submissions as described in these Terms;

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Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;

You voluntarily agree to waive all "moral rights" that You may have in Your User Submission;

Any information contained in Your User Submission is not known by You to be false, inaccurate, or misleading;

Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);

Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;

You were not and will not be compensated or granted any consideration by Us or any third party for submitting Your User Submission;

Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than Your own);

Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;

Your User Submission does not contain any information that You consider confidential, proprietary, or personal; and

Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Us an irrevocable, perpetual, transferable, non exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display Your User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;

Use (and permit others to use) Your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that We deem appropriate in Our sole discretion (including, without limitation, to incorporate Your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);

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- For any public or commercial purpose which includes use of this Website on another site or through a networked computer environment;

- Charging for, or profiting from, the teaching, implementation, or use of any CATCH programs including the content on this Website;

- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;

- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;

- To stalk, harass, or harm another individual;

- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;

- To interfere with or disrupt this Website or servers or networks connected to this Website;

- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website; or

- Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking,

password mining, or any other means.

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GENERAL.

We think direct communication resolves most issues – if We feel that You are not complying with these Terms, We will tell You. We will even provide You with recommended necessary corrective

action(s) because We value this relationship.

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However, certain violations of these Terms, as determined by Us, may require immediate termination of Your access to this Website without prior notice to You. The Federal Arbitration Act, Texas state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. Except for disputes subject to arbitration as described above, any disputes relating to these Terms or this Website will be heard in the courts located in Kenton County, KY. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between You and Us and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between Everyone about this Website. The proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US.

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us at support@catch.org 855-500-0050.

Términos de Uso

Bienvenidos a la página de internet de [CATCH.org](https://catch.org)

Bienvenidos a la Fundación Global CATCH ("Nosotros" o "Nuestra") Página de internet de CATCH.org

– y gracias por visitarnos. ¡Esperamos que disfrute la experiencia!

Estos Términos de Uso ("Términos") se constituyen como un contrato legal entre usted y nosotros, (colectivamente "todos") y rigen el uso que usted le da a todos los textos, datos, información, software, gráficos, imágenes, fotografías y más, (todos estos a los cuales denominaremos "Materiales") que nosotros y nuestros afiliados podemos poner a su disposición, así como cualquiera de los servicios ("Servicios"). Podemos proporcionarlos a través de cualquiera de nuestras páginas de internet (las cuales están referenciadas en los presentes Términos de Uso como "página" o "página de internet").

LEA ESTAS CONDICIONES CUIDADOSAMENTE ANTES DE NAVEGAR EN ESTA PÁGINA. EL USO DE

ESTA PÁGINA DE INTERNET INDICA QUE USTED HA LEÍDO Y ACEPTADO ESTOS TÉRMINOS. USTED NO PUEDE UTILIZAR ESTA PÁGINA DE INTERNET SI NO ACEPTA LOS TÉRMINOS.

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Podemos alterar los materiales y servicios que le ofrecemos y/o elegir modificar, suspender o discontinuar esta página de internet en cualquier momento y sin notificación previa. También podemos cambiar, actualizar, añadir o eliminar disposiciones (colectivamente, "modificaciones"), de estos términos de un momento a otro. Porque todo el mundo se beneficia de una mayor claridad, nos comprometemos a informarle sobre cualquier modificación que se haga a estos términos mediante correo electrónico que le será enviado a la dirección de correo que proporcionó al momento del registro. Para estar seguro de que recibe la información, lo enviaremos apropiadamente a su buzón de correo. Solo pedimos que usted nos haga saber si cambia su dirección de correo electrónico de preferencia en cualquier momento después de su registro.

Si usted se opone a cualquier modificación, fallamos en la notificación de dichas modificaciones o no recibe dicha información, su único recurso será dejar de utilizar esta página de internet. El uso continuado de esta página después de haber sido notificado sobre dichas modificaciones, indica que usted reconoce y acepta que quedará sujeto a estas modificaciones. Por favor tenga en conocimiento también, que estos términos pueden ser sustituidos de forma expresa por notificaciones legales o términos publicados en ubicaciones particulares de esta página. Estos avisos o términos legales son incorporados a estos términos de forma expresa y sustituyen la disposición o disposiciones de estos términos que son designados al ser sustituidos.

USO GENERAL.

Le invitamos a usar esta página de internet solo con fines educativos ("Propósitos permitidos") – ¡Disfrútela!

En estos términos le estamos otorgando una licencia limitada, personal, no exclusiva y no transferible para utilizar y exponer los materiales, su derecho a utilizar los materiales está condicionado a su cumplimiento con los presentes términos. Usted no tiene otros derechos en esta página de internet o con cualquiera de los materiales, usted no puede modificar, editar, copiar, reproducir, crear trabajos derivados, aplicar ingeniería inversa o mejorar cualquier material de esta página de ninguna manera. Si usted hace copias de cualquiera de los productos de esta página mientras la usa bajo los propósitos permitidos, le pedimos entonces que se asegure de mantener las copias bajo los respectivos derechos de autor u otros avisos de propiedad intelectual que aparecen en esta página de internet.

Infortunadamente, si usted incumple con cualquiera de estos términos, la licencia mencionada antes finalizará automáticamente y deberá destruir inmediatamente cualquier material descargado o impreso y cualquier copia de los mismos.

ÁREAS RESTRINGIDAS CON CONTRASEÑA EN ESTA PÁGINA DE INTERNET.

Si usted desea registrar una cuenta con nosotros, debe enviar la siguiente información a través de la página de registro de cuenta de esta página:

Una dirección de correo electrónico de trabajo

Nombre y apellido

Estado en el que trabaja

Distrito escolar, organización y/o escuela para la que trabaja, según el caso

Contraseña

También puede proporcionar información adicional de manera opcional para poder brindarle una experiencia más personalizada al usar esta página, sin embargo dejaremos que esta decisión provenga de usted. Por el tiempo que usted utilice la cuenta, acepta suministrar información verdadera, precisa, actualizada y completa que permita ingresar a su cuenta y hacer los cambios pertinentes directamente. Si usted olvida su contraseña, no se preocupe, nosotros estaremos encantados de enviar un correo electrónico a la dirección que nos proporcionó, para hacer la actualización correspondiente.

Usted es responsable de cumplir con estos términos al acceder a esta página de internet, ya sea directamente o a través de cualquier cuenta que usted haya asociado o registrado con nosotros. Dado a que es su cuenta, es su trabajo obtener y mantener todos los equipos y servicios necesarios para el acceso y uso de esta página de internet, así como el pago de los cargos relacionados. Es su responsabilidad también, mantener la confidencialidad de su contraseña(s) incluyendo cualquier contraseña de uso de páginas de internet de terceros a las que podemos permitirle el acceso. Si usted cree que su contraseña o seguridad ha sido violada de alguna manera, usted debe notificarlo inmediatamente.

SUSCRIPCIONES

Al registrar una cuenta con nosotros, usted se convierte en un "suscriptor" con acceso a ciertas áreas restringidas con contraseña y con derecho al uso de ciertos servicios y materiales ofrecidos en y a través de esta página. Dependiendo del paquete comprado (o suscripción). Cada suscripción y sus derechos o privilegios proporcionados a un miembro son de carácter personal y no transferible. Usted acepta que el uso que le da a esta página de internet y sus servicios está supeditado a un contrato subyacente con su escuela, organización o distrito escolar ("contrato"), según sea el caso. Nosotros podemos suspender o terminar su cuenta y/o acceso a nuestros servicios o página si se cancela o termina su contrato.

POLÍTICA DE PRIVACIDAD

Respetamos la información que usted nos proporciona y queremos asegurarnos que conoce completamente la manera exacta en la que usamos esta información. Así, que por favor revise

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nuestra [Política de Privacidad](#) "Política de Privacidad", en dónde encuentra toda la explicación.

ENLACES A PÁGINAS DE INTERNET DE TERCEROS

Creemos que los enlaces son convenientes, y en ocasiones suministramos enlaces a terceros en su página de internet. Si usted hace uso de estos enlaces, saldrá de esta página. No estamos obligados a revisar ningún sitio web de terceros al que usted acceda desde esta página. No tenemos control sobre ningún sitio web de terceros ni tampoco somos responsables de estos sitios web o de los productos, servicios o contenido disponible que se genere a través de ellos. Por lo tanto, no apoyamos ni representamos dichos sitios web de terceros o cualquier información, software, productos, servicios o materiales que ofrezcan así como ningún resultado que se obtenga de su uso. Si usted decide acceder a cualquiera de estos sitios web que se encuentre enlazado a esta página, debe hacerlo bajo su propio riesgo y debe seguir las políticas de privacidad, términos y condiciones de uso de dichos sitios web pertenecientes a terceros.

ENVÍOS DE USUARIOS

Ciertas áreas de esta página de internet (blogs, salas de chat, buzón de comentarios, campos de notas, o áreas de calificación u opinión para clientes), pueden permitirle enviar comentarios, información, datos, textos, software, mensajes u otros materiales, (cada uno de estos en adelante "Envíos de Usuario"). Usted acepta que es el único responsable de todos sus envíos de usuario y que cualquier envío de estos es considerado no confidencial y no patentado. Además, no garantizamos que usted cuente con la libertad de editar o eliminar cualquier envío de usuario que ha sido enviado.

Al hacer un envío de usuario usted nos asegura que:

Usted es el propietario de todos los envíos de usuario, (incluyendo sin limitación, todos los derechos sobre reproducción y visualización de sus envíos de usuario), o como alternativa, usted ha adquirido todos los derechos necesarios para sus envíos de usuario para otorgarnos los derechos de dichos envíos tal como se describe en estos términos;

Sus envíos de usuario no infringen los derechos de autor, marcas, patentes, secretos comerciales u otros derechos de propiedad intelectual, derechos de privacidad o cualquier otro derecho legal o moral de cualquier tercero;

Usted acepta renunciar voluntariamente a todos los "derechos morales" que pueda tener en su envío de usuario;

Usted no tiene conocimiento de que la información incluida en su envío de usuario sea falsa,

incorrecta o engañosa;

Su envío de usuario no viola ninguna ley, (incluyendo pero sin limitarse a aquellas que rigen el control de exportaciones, la protección de los consumidores, la competencia desleal, la discriminación o la publicidad engañosa;

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Su envío de usuario no es, y no puede ser razonablemente considerado difamatorio, injurioso, agresivo, prejuicios o agravante para una raza, etnia, religión, o cualquier otro grupo, intimidatorio de forma ilícita, o acoso de forma ilícita para ninguna persona, sociedad o corporación, ni vulgar, pornográfico, obsceno, ni que invada la privacidad de otra persona;

Usted no ha recibido ni recibirá ninguna compensación o consideración por parte de nosotros o por terceros por hacer sus envíos de usuario;

Sus envíos de usuario no contienen o incluyen material de sitios web de terceros, ni direcciones locales, ni direcciones de correo electrónico, ni información de contactos o números de teléfono que no sean suyos;

Sus envíos de usuario no contienen ningún virus, gusanos, software espía, software publicitario y otros programas o archivos potencialmente dañinos;

Sus envíos de usuario no contienen información de tipo confidencial, patentada o personal; y

Sus envíos de usuario no contienen ni son constituidos como publicidad no solicitada o no autorizada, material promocional, correo no deseado, correo basura, cadenas, estafas piramidales ni ningún otro tipo de promoción.

Al hacer un envío de usuario, usted nos otorga una licencia irrevocable, perpetua, transferible, no exclusiva, totalmente paga, internacional, libre de regalías (sublicenciable a varios niveles) para:

Usar, distribuir, reproducir, modificar, adaptar, publicar, traducir, ejecutar y exhibir públicamente sus envíos de usuario (o cualquier modificación de la misma), en su totalidad o en parte en cualquier formato o medio conocido o desarrollado posteriormente.

Usar (y permitir que otros usen) sus envíos de usuario de cualquier forma y con cualquier fin (incluyendo sin limitación el uso con fines comerciales), que nosotros consideremos adecuado a nuestro criterio (incluyendo sin limitación a incorporar su envío de usuario o cualquier modificación, de forma total o parcial, en cualquier tecnología, producto o servicio).

Exhibir anuncios publicitarios en relación con sus envíos de usuario y emplearlos con fines publicitarios y promocionales.

Nosotros podemos pero no estamos obligados a pre-visualizar los envíos de usuario o supervisar cualquier área de esta página mediante la cual se hagan envíos de usuario. No estamos obligados a acoger, mostrar o distribuir ningún envío de usuario en o mediante esta página de internet, así mismo es

posible retirar o rechazar en cualquier momento, cualquier envío de usuario por diferentes razones. No nos hacemos responsables por ninguna pérdida, robo o daño de algún tipo de envío de usuario. Además, usted acepta que nosotros podemos divulgar libremente su envío de usuario a terceros sin obligación de confidencialidad por parte del destinatario.

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El uso no autorizado de esta página de internet puede resultar en la violación de varias leyes de derechos de autor y propiedad intelectual en los Estados Unidos o en el ámbito internacional. Dado que preferimos mantener esta relación libre de escándalos o tragedias, queremos darle ejemplos de situaciones que deben evitarse. Por lo tanto, a menos que usted cuente con un permiso escrito de nuestra parte que afirme lo contrario, usted no está autorizado para utilizar esta página en cualquiera de las siguientes maneras, (la lista a continuación muestra solo ejemplos, y no es una lista completa de todo lo que usted no está autorizado a hacer):

Para cualquier propósito público o comercial que incluya el uso de esta página en otro sitio web o a través de una red informática;

De manera que modifique, exhiba o ejecute públicamente, reproduzca o distribuya alguna parte o contenido de esta página;

De manera que viole cualquier tipo de ley, estatuto, reglamento, regla, orden o tratado local, estatal, nacional, extranjero o internacional;

Para acechar, acosar o dañar a otra persona;

Para suplantar a otra persona o entidad, o cualquier otra forma de falsificar su relación o asociación con alguna persona o entidad;

Para interferir o interrumpir el funcionamiento de esta página o cualquier servicios o red conectada a esta página de internet;

Para utilizar cualquier minería o exploración de datos, robots o métodos similares de recopilación y extracción de datos relacionados con esta página de internet;

Para intentar obtener acceso no autorizado a cualquier parte de esta página o cualquier otra cuenta, sistemas informáticos o redes conectadas a esta página, ya sea mediante piratería, extracción de contraseñas o cualquier otro medio.

Usted se compromete a contratar abogados para defendernos si usted viola estos términos y que nos conduzca a un problema. También se compromete a pagar los daños y perjuicios que podemos llegar a tener como resultado de su violación. Usted es el único responsable de cualquier violación a estos términos por su parte. Nos reservamos el derecho de asumir la defensa exclusiva y el control de cualquier asunto sujeto a la indemnización por su parte y, en tal caso, usted se compromete a cooperar con nuestra defensa en caso de dicha reclamación.

DERECHOS DE PROPIEDAD

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Respetamos los derechos de propiedad intelectual de otros y lo animamos a hacer lo mismo. En consecuencia, tenemos una política de eliminación de los envíos de usuario que violan los derechos de propiedad intelectual de los demás, también se suspende el acceso a esta página (o cualquier parte de la misma), a cualquier usuario que utilice esta página para la violación de los derechos de propiedad intelectual de alguien, y/o termine en circunstancias apropiadas la cuenta de algún usuario que usa esta página en violación de los derechos de propiedad de alguien más.

De conformidad con el Título 17, del código de los Estados Unidos, sección 512, hemos implementado procedimientos para recibir notificación por escrito de la infracción de derechos de autor y el procesamiento de dichas reclamaciones de acuerdo con la ley mencionada. Si usted cree que sus derechos de autor o cualquier otro derecho de propiedad intelectual está siendo violado por un usuario de esta página, envíe un correo electrónico a support@catch.org para recibir instrucciones de cómo diligenciar una notificación por escrito o una reclamación de infracción.

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LEYES LOCALES; CONTROL DE EXPORTACIÓN.

Controlamos y administramos esta página desde nuestra sede en los Estados Unidos de América y la totalidad de esta página puede no ser apropiada o estar disponible para su uso en otros lugares. Si se utiliza esta página por fuera de los Estados Unidos de América, usted es el único responsable de seguir las leyes locales aplicables.

RETROALIMENTACIÓN.

Cualquier envío de usuario hecho por usted hacia nosotros, (ej., comentarios, preguntas, sugerencias, materiales, colectivamente y en adelante "Retroalimentación"), hechos a través de cualquier tipo de comunicación (ej., llamadas, documentos vía fax, correos electrónicos, formulario de comentarios en la página de internet), serán tratados tanto no comercial como no patentado. La presente asigna todos los derechos, títulos e intereses y la libertad de usar cualquier idea, instrucciones para realizar o ejecutar, conceptos, técnicas o cualquier otra propiedad intelectual, así como los derechos de propiedad intelectual de los contenidos en comentarios, patentables o no, para cualquier propósito, incluyendo pero no limitando el desarrollo, fabricación, licencias, mercadeo y venta directa o indirecta sobre los productos y servicios que se utilizan en dichos comentarios. Usted entiende y acepta que nosotros no estamos obligados a utilizar, mostrar, reproducir o distribuir dichas ideas, conocimientos, conceptos o

técnicas contenidas en los comentarios, así mismo acepta que no tiene derecho a exigir tal uso, visualización, reproducción o distribución.

GENERAL.

Creemos que la comunicación directa resuelve la mayoría de los problemas. Por esto, si sentimos que usted no está cumpliendo con estos términos, le estaremos informando. Incluso, le proporcionaremos recomendaciones sobre acciones correctivas necesarias, ya que nosotros valoramos esta relación.

Sin embargo, ciertas violaciones a estos términos según lo determinado por nosotros, puede conllevar a la terminación inmediata de su acceso a esta página de internet sin previo aviso. La ley federal de Arbitraje, la ley del estado de Texas, y la ley federal aplicable de los Estados Unidos, sin

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tener en cuenta la elección o los conflictos de disposiciones legales regularán estas condiciones. Las leyes extranjeras no aplican, con excepción de las controversias sometidas a arbitraje, como se ha descrito anteriormente. Cualquier disputa relacionada con estos términos o esta página de internet serán escuchadas en los tribunales ubicados en el condado de Kenton County, KY. Si cualquiera de estos términos se consideran incompatibles con la legislación aplicable, a continuación dicho término(s), será interpretado para reflejar las intenciones de las partes y ningún otro de los términos será modificado. Si opta por no cumplir cualquiera de estos términos, nosotros no estaremos renunciando a nuestros derechos. Estos términos constituyen un acuerdo completo entre usted y nosotros, y por lo tanto reemplaza todas las negociaciones, discusiones o acuerdos anteriores o contemporáneos entre todos nosotros sobre esta página de internet. Los derechos de propiedad, renuncia de garantías, representaciones hechas por usted, indemnizaciones, limitaciones de responsabilidad y disposiciones generales sobrevivirán a la terminación de estos términos.

CONTÁCTENOS

Si usted tiene alguna pregunta acerca de estos términos o necesita ponerse en contacto con nosotros por un motivo diferente puede contactarnos en support@catch.org o 855-500-0050.

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