

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

Issue Paper

DATE:

May 4, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions between Go Guardian Pear Deck and Beechgrove, Ft. Wright, Caywood, Kenton, Piner, Hinsdale, River Ridge, Ryland, Taylor Mill, White's Tower, Summit View Academy, Twenhofel, Woodland, and Scott for 3 years; 26/27, 27/28, 28/29.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Pear Deck is an interactive online program that allows teachers to build formative assessments/responses into their instructional presentation. The platform gives teachers the opportunity to gather data in real time to determine student understanding and provide immediate feedback that is individual to each student. Pear Deck aligns with and supports the KCS D Cycle of Quality Instruction and allows teachers to provide more meaningful learning experiences for students.

FISCAL/BUDGETARY IMPACT:

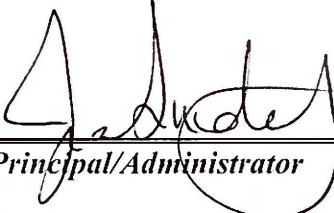
\$136,829.07 (SBDM, Title I)

RECOMMENDATION:

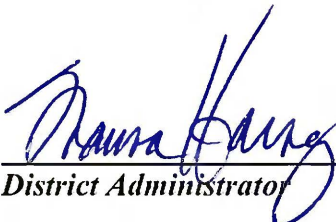
Approve the contract and conditions between Go Guardian Pear Deck and Beechgrove, Ft. Wright, Caywood, Kenton, Piner, Hinsdale, River Ridge, Ryland, Taylor Mill, White's Tower, Summit View Academy, Twenhofel, Woodland, and Scott for 3 years; 26/27, 27/28, 28/29.

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.



ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

**Primary Contact**

Jena Smiddy
Asst. Superintendent-Secondary Education
jena.smiddy@kenton.kyschools.us
859-957-2609

QUOTE # Q-512496
Created Date 5/18/2026
Contract Start Date 7/1/2026
Contract End Date 6/30/2029
Quote Term Net 30

Ship To

Kenton County Schools (KY)
2044 Tuscanview Dr.
Covington, Kentucky 41017-9655
United States
859-957-2609
jena.smiddy@kenton.kyschools.us

Quote is valid 90 days from the created date above

Bill To

Kenton County Schools (KY)
2044 Tuscanview Dr.
Covington, Kentucky 41017
United States

Prepared By:

Nieshe Washington
nwashington@goguardian.com

Thank you for your interest in our products! This order form ("Order Form") identifies the Liminex products you have selected for subscription ("Licensed Product(s)"), the term of your initial subscription(s) to the Licensed Product(s) ("Initial Term"), the number of licenses included in your base subscription(s) ("Licenses"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("GoGuardian") and Pear Deck Learning ("Pear Deck Learning") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("Pear Deck"), Snapwiz, Inc. referred to herein as "Pear Assessment", Zorro Holdco LLC referred to herein as "Pear Deck Tutor", and Pear Practice ("Pear Practice") (together, "Liminex", "we", "us", "our"), and the organization listed below ("School," "you" or "your"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "Terms") and, together with this Order Form, the "Agreement"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
9,443	GG-PRD3Y-003000	Pear Deck Enterprise with LMS Access and Pear Start	7/1/2026	6/30/2029	\$14.49	\$136,829.07
TOTAL (USD):						\$136,829.07

Additional Notes:

PO required for amount of \$136,829.07
Annual Installments Breakdown:
- 7/1/26: \$45,609.69
- 7/1/27: \$45,609.69
- 7/1/28: \$45,609.69

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("Add-Ons"). If we do not hear from you



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United States



and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "Subscription."
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "Renewal Term," and together with the Initial Term, the "Term") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("Innovation Increase"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative:

Name:

Signature:

Title:

Date:

Accounts Payable Name:

Accounts Payable Email:

If paying by purchase order, your PO must have:



ORDER FORM

Liminex, Inc.
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West Hollywood, California 90069-4109
United States



1. PO Number
2. Bill to information
3. The products being purchased
4. Quote or quote number matching your purchase order
5. Total dollar amount

Signed and Agreed:

**For and on behalf of Kenton County Board
of Education**

**For and on behalf of Liminex, Inc. dba
GoGuardian and Pear Deck Learning and
acting on behalf of itself and its affiliates**

Signature: _____

Signature: _____

Signatory Name: _____

Signatory Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECOND AMENDMENT TO LIMINEX EULA

This Second Amendment ("**Second Amendment**") to the Liminex Products Terms of Service and End User License Agreement (available at <https://www.goguardian.com/policies/eula> and as amended from time to time in accordance with the terms therein) ("**Liminex EULA**") (together, the First and Second Amendments and Liminex EULA as the "**Agreement**") by and between Liminex, Inc. dba GoGuardian and Pear Deck Learning and acting on behalf of itself and its affiliates ("**GoGuardian**") and Kenton County Board of Education ("**KCBOE**") is made and entered into as of the date of the last signature below (the "**Effective Date**") and shall be in effect until the last date of the Agreement.

KCBOE's Vendor Agreement ("**KCBOE Vendor Agreement**"), effective as of August 31, 2022, is attached to and forms a part of the Agreement. In the event the KCBOE Vendor Agreement is silent as to any term or condition that is expressly provided for in the Liminex EULA, the term or condition of the Liminex EULA shall apply

RECITALS

1. Pursuant to that Liminex EULA by and between GoGuardian and KCBOE, GoGuardian and KCBOE desire to amend the Liminex EULA.
2. Capitalized terms used in this Second Amendment shall have the same meaning ascribed to such terms in the Liminex EULA, unless otherwise defined in this Second Amendment.
3. For the avoidance of doubt, the KCBOE Vendor Agreement shall be in effect until the last date of the Agreement.
4. NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree to modify, supplement, and amend the Liminex EULA as follows:
 - a. Section 15.1 is hereby amended by replacing:
 - i. "California" with "Kentucky"; and
 - ii. "Los Angeles" with "Kenton County"
 - b. Section 15.2.1 is hereby amended by replacing "Los Angeles, California" with "Kenton County, Kentucky"

[Remainder of page intentionally left blank – signatures to follow]



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION 1055
EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes. • Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children’s free and reduced price meal and free milk eligibility information or information from the family’s application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Liminex, Inc. doing business as GoGuardian and acting on behalf of itself and its Affiliates, including Pear Deck, Inc.

Vendor Name

2030 E Maple Ave., Suite 100, El Segundo, CA 90245

Vendor Address

(888) 310-0410

Vendor Telephone

ar@goguardian.com

Vendor Email Address

DocuSigned by: Mike Jonas

6CD8C493E787446

Signature by Vendor’s Authorized Representative

Mike Jonas

Print Name

8/31/2022

Date