



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

Issue Paper

DATE:

08/04/26

AGENDA ITEM (ACTION ITEM):

Consider/Approve: the agreement of a 3 year School Connect Digital Subscription for 7 licenses for use by special education students and staff within secondary schools in the Kenton County School District.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND: This comprehensive program through School Connect focuses on social-emotional skills, providing students with disabilities with tools and strategies for school, home, and community environments and post-secondary. The digital subscription provides instructional resources, interactive activities, and data-collection tools to support students' social-emotional development as reflected in their IEPs.

FISCAL/BUDGETARY IMPACT:

\$7,000.00 paid out of Special Education: IDEA B funds

RECOMMENDATION:

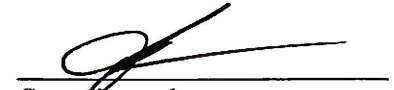
Approval to: the agreement of a 3 year School Connect Digital Subscription for 7 licenses for use by special education students and staff within secondary schools in the Kenton County School District.

CONTACT PERSON:

Danielle Rice, Director of Special Education


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

6010 W. Spring Creek Parkway, Plano, TX 75024
Phone: 469-500-6813 • Email: info@school-connect.net

Quote Date 8/4/2026
Quote Number 09170

Expiration Date 10/31/2026

Bill To Name Kenton County School District
Bill To 2044 Tuscanview Dr.
Covington, KY 41017

Contact Name Tracy Adkins
Email tracy.adkins@kenton.kyschools.us

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
SCP-SC4-IND-3Y	School-Connect 4.0 - 3-SY School License - 1 Educator	Expires on 6/30/2029	7.00	\$1,000.00	\$7,000.00
Grand Total					\$7,000.00

School-Connect license includes...

Curriculum

- Modules 1-12 lessons & boosters
- Printable lesson plans and handouts
- School-Connect Brain Science

Educator Supports

- Teacher resource guides & videos
- Targeted intervention guides
- Accommodations guides for IEPs & Absent Students
- Parent & family handouts
- Full suite of assessments
- Canvas Shell for School-Connect curriculum

Teacher Self-Care series

School-Connect agrees to the following:

- There will be NO late fees.
- Any potential court activity must be changed to Kentucky and/or Kenton County (typically arbitration and/or governing law).
- Either School-Connect or the Customer may choose not to renew this Agreement by providing written notice at least thirty (30) days prior to the subscription expiration date. If no notice is provided, the Agreement will expire at the end of the current subscription term unless otherwise specified in writing. Upon expiration, access to School-Connect services will end.

For more information, please visit <https://school-connect.net/terms-of-service>.



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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

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.

School Connect, LLC

Vendor Name

6010 W. Spring Creek Parkway, Plano, TX 75024

Vendor Address

(469) 500-6813

Vendor Telephone

info@school-connect.net

Vendor Email Address



Signature by Vendor's Authorized Representative

Julea Douglass, Executive Director

Print Name

June 1, 2026

Date

School-Connect Licensing Agreement

This agreement entered into this June 3, 2026 by and between **School Connect, LLC** ("Licensor"), a company doing business as School-Connect and located in Plano, TX, and the following school/district/organization ("Licensee"):

Kenton County Schools	Tracy Adkins
Name of Contracting District, School, or Organization	Contact Person
2044 Tuscanview Dr.	CovingtonKY41017
Street Address	City/State/Zip
tracy.adkins@kenton.kyschools.us	859-344-8888
Email of contact person	Phone

Requirements for Kenton County School District:

- A. Either School-Connect or Kenton County School District may choose not to renew this Agreement by providing written notice at least thirty (30) days prior to the subscription expiration date. If no notice is provided, the Agreement will expire at the end of the current subscription term unless otherwise specified in writing. Upon expiration, access to School-Connect services will end.
- B. Contract contains NO late fees.
- C. Any potential court activity or arbitration may occur in Kentucky, as requested by the licensee.

This agreement, when completed and returned, provides Licensee with a license for the School-Connect 4.0 curriculum subscription.

RECITALS

- A. Licensor owns the copyright, title, registered trademark and all other related rights in and to the work titled " School-Connect 4.0 curriculum subscription"(hereinafter the "Curriculum").
- B. Licensee desires to purchase a license for use of the Curriculum with school staff who will implement and/or oversee implementation of the Curriculum with students attending the school.
- C. The Curriculum contains a total of more than 60 lessons spread across multiple modules and support materials on social, emotional, and academic skill building. Each lesson is inclusive of a lesson outline, PowerPoint, student handouts, and extension activities. All curriculum materials are accessible on the School-Connect 4.0 online console.

1. Rights Granted.

Licensor hereby grants to Licensee a non-exclusive right, license, and privilege to the following:

- a. Licensor will provide Licensee with a School-Connect 4.0 curriculum subscription and a unique set-up code for each participating staff member to create an account to access curricular components on the S-C online console for the duration of the license for the full duration of the license term—either 1-year, 2-year, or 3-year term.
- b. Licensor will provide Licensee with number of subscriptions per school site based on purchase—either <50 educators or 50-100 educators per campus.
- c. Licensee may access the S-C 4.0 console using a validated username and password for users for the extent of the license agreement (July 1, 2026 – June 30, 2027) by the Licensor of the signed agreement and a signed purchase order or payment.
- d. Licensee may print Student Handouts contained in the S-C 4.0 console for educational uses as part of Licensee teachers' and support staff's work within the school as designated in this agreement.

2. Licensors Rights and Obligations.

- a. Licensor warrants and represents that it owns all right, title, and interest in and to the Curriculum. All right, title, and interest in the Curriculum, including without limitation, any copyright, shall remain with Licensor.
- b. Licensor shall provide the Curriculum and rights described in Section 1 after receipt of a signed agreement and a signed purchase order, check, or credit card charge for the fee amount stated in this agreement.
- c. Licensor may monitor usage information, including the IP address, location, and computer ID used for any attempted access, successful or failed, of the S-C 4.0 console resources.
- d. Licensor reserves the right to revoke Licensee access to the S-C 4.0 console if misuse or distribution of the Curriculum is discovered through monitoring or otherwise. Licensor will inform Licensee in a timely fashion if the license is revoked and why. No refunds will be given for termination due to misuse (e.g., sharing S-C console accounts, using School-Connect in other programs or outside of the U.S. and Canada without explicit permission from School-Connect LLC).
- f. Changing of access logins is reserved by the Licensor but allowed through the School-Connect 4.0 subscription manager console. A Licensee subscription manager will be assigned to oversee subscription updates per school site.

3. Licensee's Rights and Obligations.

- a. Licensee shall be solely responsible for payment of licensing fee based on the number of licenses purchased.
- b. Licensee agrees that use of the Curriculum is restricted to internal use only during regular school hours and in school-affiliated clubs, school discipline programs, and parent meetings during after school hours. Licensee may not transfer rights to non-school affiliated after-school programs, out-of-building programs, or other schools or individuals.
- c. Licensee agrees abide by no sharing of IDs and passwords among staff or with others; no transmission or duplication of slides, videos, or other content.
- d. Licensee and its staff will keep the email usernames and unique codes secure.

4. Payments.

- a. For the rights granted by Licensor herein, Licensee shall pay to Licensor a fee as specified in quote.
- b. Licensor will provide S-C 4.0 console access to the Licensee when School-Connect 4.0 subscription opens *and* either receives a signed purchase order from Licensee or Licensee's school district (payable within 30 days) for the Curriculum detailing the stated fee, OR receives a check or credit card payment for the stated fee made payable to School-Connect.

5. Warranty and Indemnification.

Licensor warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; that Licensee's use of the Curriculum as outlined in this agreement will not violate any rights of any kind or nature whatsoever of any third party.

6. Term and Termination.

- a. The term of this Agreement is the length of the license term, as specified in this contract.
- b. This Agreement shall be subject to termination in the event that Licensee ceases to exist as a school or merges with another school. If Licensee merges with another school, the fee paid in this Agreement may be applied to partially satisfy a new Agreement.

c. This agreement shall be subject to termination at the election of the Licensor if there has been misuse of the Licensor's copyrighted material. Licensor reserves the right to revoke Licensee access to the S-C console if misuse or distribution of the Curriculum is discovered through monitoring or otherwise. Licensor will inform Licensee in a timely fashion if the license is revoked and why. No refunds will be given for termination due to misuse (e.g., sharing S-C 4.0 console accounts, using School-Connect with other programs or outside of the U.S. and Canada without explicit permission from School-Connect LLC).

e. This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensee and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

f. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement (including, but not limited to, the obligation to pay due fees) which by their terms continue after the date of termination or expiration.

7. General Provisions.

a. Successors/Assigns.

This Agreement is binding upon and shall inure to the benefit of the respective successors of Licensor (e.g. new executive director) and Licensee (e.g., new school principal, new teachers) and/or assigns of the parties hereto.

b. Integration.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

c. Governing Law: Forum.

This Agreement shall be governed by the laws of the States of Texas and Tennessee applicable to agreements made.

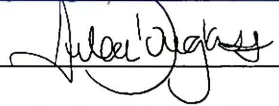
d. Notice.

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent by email with confirmation receipt or certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

Name and Address of Licensor

School Connect LLC
6010 W. Spring Creek Parkway
Plano, TX 75024
Phone: (469) 500-6813
jdouglass@school-connect.net

By:  Date 6/2/26

Julea Douglass, Ph.D., Executive Director

Name and Address of Licensee

School: *Kenton County Schools*
Address: 2044 Tuscanyview Dr.
City/State/Zip: Covington, KY 41017
Phone:
Email:

Date _____

Name, Title:

School-Connect Terms of Service

All School-Connect materials, including materials on this website, are protected under copyright law. The following permissions and restrictions apply:

School-Connect Curriculum Copyright: Purchase of a School-Connect curriculum entitles an individual to access to the lesson slides on the School-Connect Console and to reproduce student handouts for classroom use and homework as outlined in the Teacher's Guide. Individuals may NOT share their School-Connect Console ID and password with others within or outside of their school, district, or organization. Reproduction of the lessons and beyond-classroom or beyond-homework use of student handouts is strictly prohibited without written permission from the publisher.

School-Connect Website Copyright: A limited copyright release is granted for previewing and piloting sample materials provided in the Sample Lesson Preview. Permission is not required to link to any article or page on this website. However, full-text sample lessons may not be reproduced on any website, newsgroup, or mailing list without explicit permission from the publisher.

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Applicable Law: By visiting our site and/or purchasing School-Connect products or services, you agree that the laws of the state of Texas, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between us.

Disputes: Any dispute relating in any way to your visit to our site or to products or services sold or distributed by us in which the aggregate total claim for relief sought on behalf of one or more parties

exceeds \$7,500 shall be adjudicated in any state or federal court in Texas, and you consent to exclusive jurisdiction and venue in such courts.

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School-Connect

6010 W. Spring Creek Parkway

Plano, TX 75024

Email: info@school-connect.net