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

Issue Paper

DATE:
September 27, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve the contract and conditions with ExploreK12 for Hinsdale Elementary for the 2026-2027 school year.

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
Vocabulary A-Z is an online platform under the Learning A-Z umbrella and ExploreK12 parent company. It designed to help teachers provide differentiated instruction for students. This resource helps students build vocabulary, phonics and spelling skills and increase reading comprehension. Teachers can differentiate instruction and practice with premade and customizable word lists, digital and printable lessons, and interactive games and quizzes.

FISCAL/BUDGETARY IMPACT:
$500 (045L – PTA Donation)

RECOMMENDATION:
Approval of the contract and conditions with ExploreK12 for Hinsdale Elementary for the 2026-2027 school year.

CONTACT PERSON:
Josh Feldmann, Principal

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.

ExploreK12™

Quote

Date: 9/22/2026
Valid Until: 1/31/2027
Bill Id #: 11393381
Username: atekulve

Ship To:

Andi Tekulve
R C Hinsdale Elementary School
440 Dudley Pike
Edgewood, Kentucky 41017-3398
8593418226
andrea.tekulve@kenton.kyschools.us

Bill To:

Andi Tekulve
R C Hinsdale Elementary School
440 Dudley Pike
Edgewood, Kentucky 41017-3398
8593418226
andrea.tekulve@kenton.kyschools.us

This quote presented on 9/22/2026 is made on behalf of ExploreK12, Inc. (FEIN 27-1609020). As of June 29, 2026, LAZEL, Inc. changed its name to ExploreK12, Inc. As such, all contracts, documentation, and business, including vendor procurement systems of record, associated with this quote shall be executed under the ExploreK12, Inc. name. Please note there was no change to the Company's FEIN 27-1609020 as a result of the name change.

New

Product	License Terms (Months)	List Price	Discounted Price	Quantity	Final Cost
Vocabulary A-Z	12	$500.00	$500.00	4.00	$500.00

List Total:	$500.00
Discount Amount:	$0.00
Your Total Cost:	$500.00

(*) Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-1060206, CSI Quote # 830790

© ExploreK12, Inc.
PO Box 844615, Boston MA 02284-4615
sales@explorek12.com

Special Notes and Instructions

If paying by purchase order please send the ExploreK12, Inc quote matching your Purchase Order (P.O.)

Email the P.O. along with the ExploreK12, Inc quote to orders@learninga-z.com.

Sales Executive
Josh Jones josh.jones@explorek12.com 866-871-7177

P.O. must include:

1. PO number
2. ExploreK12, Inc as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed

If paying by credit card online, **log in to your My Account page. If you don't know your password, use the Forgot Password link to reset your password. Click *Review*. Fill out your card information and click *Complete Order*.**

Unless otherwise agreed by Company and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the quote and continue in effect for the period set forth in the quote. Unless otherwise set forth in the quote or agreed to by Company and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non- registered classrooms is not authorized.

All subscriptions, products, and/or services are offered subject to the Company's standard license terms of use, privacy, and other policies for the Company's solution(s), available at https://help.learninga-z.com/en/articles/7216732-terms-of-service (the "License Terms"), as supplemented by the terms of this quote. By placing any order, customer confirms its acceptance of the License Terms, as well as the fees in this quote, which, together with the awarded proposal and/or any other associated agreement entered into by Company and customer regarding the subscriptions, products, and services under this quote, constitute the entire agreement between customer and Company regarding such subscriptions, products, and services (the "Agreement"). Customer and Company agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between customer and Company relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our License Terms carefully before activating your account.

Thank you for your business!

Internal use only: CPQ Quote # Q-1060206, CSI Quote # 830790

ExploreK12™

Last updated June 29, 2026

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REGISTERING AND USING EXPLORELEARNING® PRODUCTS & SERVICES

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or

offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Service, you need to obtain a pass code (consisting of a username and a password). Pass codes are issued only to and for individual subscribers, Account administrators and teachers associated with the Customer Account (collectively, "Users") who have registered or been registered under the Account.

Pass codes that have been issued to learning institution Customers and/or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Account administrators and Individual users under a Family Account may share their access codes with their spouse, children or grandchildren ("Immediate Family") only. Customers and Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder.. Family Account administrators and Users who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Service.

USING YOUR ACCOUNT

All Customers and Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. You are responsible for all Users and their access and use of the Services under your Account in compliance with the terms of this Agreement. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name or password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or of any credit, debit, or charge card number you utilized to pay for the Service), you must promptly change your password and notify us of the problem by sending an email to Support@ExploreLearning.com.

Browsers, Equipment and Accessibility

Customers and Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to Company's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the Company Service.

Company shall use commercially reasonable efforts to maintain the accessibility of the Service at all times, but may discontinue some or all of the Service, content, features or services at any time, with or without notice, including in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Service is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to Company's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or

governmental authority, you agree that Company and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Service may be subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. Company (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Customer Users and Company caused by the failure for any reason of any communications facilities which Customer, User or Company (or any of affiliate) has contracted from any public communications authority or private communications carrier.

BILLING POLICIES

1. Unless otherwise expressly agreed by Company and Customer in a Company order quote or service agreement with the educational entity Customer, all ExploreLearning subscriptions and/or services must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
3. Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
4. Credit Card Billing: Company will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to Company for any reason, including charge back, Company reserves the right to either suspend or terminate your access and Account, thereby terminating this Agreement and all obligations of Company hereunder, and thereafter to collect any amount due.
5. Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
6. Wire Transfers: Call (866) 882-4141 option 2 or e-mail Support@ExploreLearning.com for more information.
7. Revision of Subscription Fees. Company reserves the right to change the amount of, or basis for determining, any fees or charges for the Company service, and to institute new fees or charges effective upon prior notice, by posting such changes on the Company site, and by sending e-mails to Customers.
8. Account Termination. Customers may terminate Accounts at any time by sending a signed request to Company via e-mail sales@ExploreLearning.com, fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
9. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the Service. A refund must be requested in writing within 30 days of purchase of your Account, and the Account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the Customer name, Account administrator username, full name of Account

administrator, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an Account with heavy usage, except where we determine, in our sole discretion, that it is reasonable and desirable for us to do so on a case-by-case basis.. Refunds will be issued according to the original payment method.

Billing Security.
We utilize policies and processes reasonably designed to ensure communication between our servers, the acquiring bank, and the issuing bank are encrypted to support server authenticity and mitigate and protect against man-in-the-middle attacks.

ADMINISTERING THE SERVICE

Company may change, modify, suspend, or discontinue any aspect of the Service at any time, including, without limitation, access policies, the availability of any Service, feature, hours of availability, content, data, or software or equipment needed to access the Service. We may also impose limits on certain features or restrict your access to parts or all of the Service without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Service, and to institute new fees or charges for access to portions of the Service effective upon prior notice to Customers by posting such changes on our website or by sending e-mails to Customers. You hereby agree to pay all charges to your Account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account as provided herein. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

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Company may permit Customer Users to post materials on the Service. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. Company reserves the right to suspend or terminate any User access or screen name it reasonably believes is being used improperly, is being used for commercial purposes, or is otherwise in violation of this Agreement.

By uploading materials, including lesson plans, to any message boards or other posting areas provided as part of the Service, or otherwise submitting any materials to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate or

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MISCELLANEOUS

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

The laws of the State of Kentucky will govern this Agreement. The laws of the State of Kentucky will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Ft. Wright, Kentucky. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Company

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The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Company may assign its rights and obligations under this Agreement and upon such assignment Company may be relieved of any further obligation hereunder. You represent to Company that you have the authority to subscribe to and/or use ExploreLearning Services according to the terms and conditions of this Agreement. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

ACCEPTANCE

By purchasing, accessing, using and/or subscribing to the Service, you hereby acknowledge that you have read and understand the foregoing Agreement, as may be amended or modified from time to time according to its terms, and agree to be bound by all of the terms and conditions hereof. You further specifically permit Company to use the email entered during the registration process to deliver support, sales, and product information related to your Free Trial or paid subscription.

QUESTIONS

If you have any questions about this Agreement, please email us at: Support@ExploreLearning.com

ExploreK12, Inc

Jeffrey Vincent	Kenton Co School District
Jeffrey Vincent	
Name	Name
VP of Sales	
Title	Title
07/16/2026	
Date	Date

Docusign Envelope ID: 69DB4396-0965-8336-8047-8095096FE89F

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.

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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

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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.

ExploreK12, Inc.

Vendor Name

17855 Dallas Parkway, Suite 400, Dallas, TX 75287

Vendor Address

866.871.7177

Vendor Telephone

ELLegal@explorelearning.com

Vendor Email Address

Signed by:
Jeffrey Vincent
07298A934BD045D...

Signature by Vendor's Authorized Representative

Jeffrey Vincent

Print Name

7/16/2026

Date