DATE:
05/06/2022

AGENDA ITEM (ACTION ITEM):
Consider/Approve The sales contract with DeltaMath Solutions Inc. for Simon Kenton High School to purchase up DeltaMath Integral Solution for 10 teachers .

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
DeltaMath is a Math software that is utilized for all high school Math classes from Pre-Algebra thru Pre-Calculus. This software provides videos, content, assignments and quizzes for the respective classes. The Integral Solution is fully integrated with the Schoology LMS system.

FISCAL/BUDGETARY IMPACT:
$1450 – School allocation

RECOMMENDATION:
Approval to   the sales contract with Delta Math Solutions Inc. for Simon Kenton High School to purchase 10 teacher accounts for the DeltaMath Integral Software.

CONTACT PERSON:
Jeffrey Bonlander, Reta Vann, Craig Reinhart

_____   _____   _____
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.

DeltaMath Solutions Inc.
PO Box 23440
New York, NY 10087-3440
orders@deltamath.com

DeltaMath

Quote

ADDRESS

Jeffrey Bonlander
Simon Kenton High School
11132 Madison Pk
Independence, KY 41051

QUOTE # 14212
DATE 05/06/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	22-23 Teacher INTEGRAL	DeltaMath INTEGRAL: teacher license for instructional videos, online assessments, print to pdf, student upload of notes, Canvas/Schoology integration, and additional features, SY 22-23	10	145.00	1,450.00

W9: https://www.deltamath.com/files/w9.pdf

SUBTOTAL	1,450.00
TAX	0.00
TOTAL	**USD 1,450.00**

Accepted By

Accepted Date

**Addendum to
the DeltaMath Terms of Service Effective Date March 1, 2022 between
the Kenton County Board of Education and DeltaMath Solutions, Inc.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and DeltaMath Solutions, Inc. ("DeltaMath") are parties to a Service Agreement composed of DeltaMath's Terms of Service, accessible at https://www.deltamath.com/terms-of-service/. The KCBOE and DeltaMath may be individually referred to as the "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the DeltaMath's Terms of Service.

NOW, THEREFORE, the amendments are as follows:

<u>Section Miscellaneous.</u> is amended to read, as follows:

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in Kenton County, Kentucky, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.

Term and Termination: Termination for Convenience. Either party may terminate this agreement for convenience with at least sixty (60) days prior written notice, effective only at the end of the then-current annual subscription term.
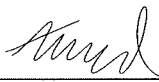
Kenton County Board of Education: **DeltaMath Solutions, Inc.:**

Signed: _____   Signed: _~~_Ahul_~~_____

Name: _____   Name: **Ben Peled**

Title: _____   Title: **Vice President**

Date: _____   Date: **5/6/22**

Terms of Service

Effective Date: March 1, 2022

Thank you for your interest in using the online services operated by DeltaMath ("DeltaMath", "we" or "us"). These Terms of Service ("Terms" or "Agreement") govern your use of DeltaMath's online services (the "Services"). Please continue reading to learn about the terms by which you may use our Services.

These Terms apply to all schools, school districts, or teachers (collectively referred to as "Schools") as well as students and parents, who use the Services; (collectively along with "Schools" referred to as "Users" or "you").

By accessing or using the Services, creating an account, or by otherwise affirmatively stating your desire to use the Services, you signify that you have read, understood, and agree to be bound by this Agreement and to the collection and use of your information as set forth in the DeltaMath Privacy Policy, otherwise you may not use the Services. Because our Services change relatively often, the terms in this Agreement and our Privacy Policy may change too. Upon making changes, we will update the "Effective Date" found at the top of this page. Your continued use of the Services after any changes constitutes your acceptance of the new terms.

DeltaMath's Service

DeltaMath is an online math practice and learning site. Students will register with a teacher code and complete assignments made by their teacher.

As long as you are complying with all of the terms and conditions of this Agreement, DeltaMath gives you permission to access and use the Service. The Service is available for your personal, noncommercial use. We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether, including, for example, if you do not comply with this Agreement or if we are investigating suspected misconduct. We may also stop providing Service to you, or add or create new limits to our Service or restrict your access to all or part of the Service at any time without notice or liability.

In particular, individual teacher licenses, paid or unpaid, are intended for single-teacher use. We reserve the right to reach out to end-users and/or revoke access in cases where it appears more than one teacher is using an account without our prior consent.

The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any.

Refund Policy

Refunds for site or individual teacher licenses are available within one month (30 days) of purchase. Full or partial refunds are not available after that time, and in no case will unused licenses roll over to the next school year. Contact orders@deltamath.com to request a refund.

Personal Information and Student Data

The U.S. Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain verifiable parental consent before collecting personal information from children under 13. If you are a School providing the Service to children under 13 (whether in the U.S. or elsewhere), you represent and warrant that you have received consent from parents, or have the authority to provide consent on behalf of parents, for us to collect information from students before allowing children under 13 to access DeltaMath Services. We recommend that all Schools provide appropriate disclosures to students and parents regarding their use of service providers such as DeltaMath.

When DeltaMath is used by a School for an educational purpose, DeltaMath may collect or have access to Student Data that is provided by the School or by the Student. "Student Data" is personal information that is directly related to an identifiable Student and may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g).

Confidentiality. DeltaMath agrees to treat Student Data as confidential and not to share it with third parties other than as described in these Terms, and in our [Privacy Policy](#).
Student Data Access. You authorize DeltaMath to access or collect Student Data for the purpose of providing the Service. In the U.S., DeltaMath shall collect and process Student Data as a School Official with a legitimate educational interest pursuant to FERPA 34 CFR Part 99.31(a)(1).
Personal Information and Student Data Consents and Authority. If you are School User, you represent and warrant that you have provided appropriate disclosures to your School and to parents regarding your sharing such Personal Information with DeltaMath. Both Parties agree to uphold their obligations under the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and applicable State laws relating to student data privacy. DeltaMath relies on each School to obtain and provide appropriate consent and disclosures, if necessary, for DeltaMath to collect any Student Data, including the collection of Student Data directly from students under 13, as permitted under COPPA. You agree to comply with these Terms and all laws and regulations governing the protection of personal information, including children's information, and the sharing of student education records.

Use of Student Data. By submitting or providing us access to Student Data, you agree that DeltaMath may use the Student Data solely for the purposes of (i) providing the Service, (ii) improving and developing our Service, (iii) enforcing our rights under these Terms, and (iv) as permitted with the School's or the User's consent. DeltaMath shall not use Student Data to engage in targeted advertising.

Use of Anonymized Student Data. You agree that we may collect and use data derived from Student Data for our own purposes, such as for product development, research analytics, and marketing our Service, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific individual.

Use of Personal Information for Marketing. You agree that DeltaMath may provide information about new DeltaMath features and offerings to school or district administrative users and teachers from time to time, provided that such advertisements shall not be based on Student Data. For emphasis, and without limitation, DeltaMath shall never use Student Data to engage in targeted advertising, nor shall DeltaMath direct advertising to student users.

Third-Party Service Providers. You acknowledge and agree that DeltaMath may provide access to Student Data to our employees and service providers, which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

Student Data Retention and Deletion Requests. DeltaMath retains Student Data, but for educational purposes only. Oftentimes students will want to refer back to their DeltaMath student accounts for college or other future courses. However, if a student does not utilize their account for a period of two years, their account and personally identifiable information will be deleted. Additionally, Schools may request that we delete Student Data in our possession at any time by providing such a request in writing. We shall respond to the deletion request as soon as possible, but in most instances within 45 days, other than for data stored on backup tapes which shall be deleted in the ordinary course of business. A Parent seeking to modify, correct, or delete personal information in a Student Account that is connected to an active School account will be instructed to contact the School to discuss data deletion or modification. We are not required to delete data that has been derived from Student Data so long as it has been anonymized such that it does not reasonably identify an individual.

Use License

The Service and the DeltaMath Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. "DeltaMath Technology" means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including DeltaMath proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, graphs, photographs, images, illustrations and the design, structure, sequence and "look and feel" of the Services, and all other intellectual

property. DeltaMath Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the DeltaMath Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any DeltaMath Technology.

Using our Service does not give you ownership of any intellectual property rights in our Service or the DeltaMath Technology. You may not use content from our Services, unless you obtain permission from its owner or are otherwise permitted by law. Don't remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.

By using the Services, you agree not to do any of these things: (i) copy, distribute, or disclose any part of the Services in any medium, including but not limited to by any automated or non-automated "scraping"; (ii) use any automated system, including but not limited to "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the DeltaMath servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmit spam, chain letters, or other unsolicited email; (iv) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services; (v) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (vi) transmit any malicious software agents through the Services; (vii) collect or harvest any third-party personally identifiable information, including account names or Student Data (as defined above), from the Services; (viii) use the Services for any commercial solicitation purposes; (ix) impersonate another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfere with the proper working of the Services; (xi) access any content on the Services through any technology or means other than those provided or authorized by the Services; or (xii) bypass the measures we use to prevent or restrict access to the Services, including but not limited to features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or related content.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Policy](#)which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that DeltaMath can use such data in accordance with our [Privacy Policy](#).

Passwords and Security

You are responsible for maintaining the confidentiality of your DeltaMath password, and you are solely responsible for all activities that occur under your password. You agree to immediately notify DeltaMath of any unauthorized use of your password or any other breach of security related to the DeltaMath Services. DeltaMath may require you to alter your password if we believe that your password is no longer secure.

Links

DeltaMath has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DeltaMath of the site. Use of any such linked website is at the user's own risk.

Modifications

DeltaMath may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

Disclaimer and Limitations of Liability

a. You agree that use of the DeltaMath services is at your sole risk. The DeltaMath services are provided on an "as is" and "as available" basis. DeltaMath expressly disclaims all warranties of any kind, whether express or implied, with respect to the DeltaMath services, including, but not limited to, the implied warranties of merchantability, fitness for a particular use or purpose, and non-infringement. You acknowledge that access to data and materials available through the DeltaMath services is not guaranteed and that DeltaMath will not be responsible to you for any loss of data or materials caused by the DeltaMath services or their unavailability. You understand and agree that any data, materials, services and/or information downloaded or otherwise obtained through the use of the DeltaMath services is done at your own discretion and risk and that you will be solely responsible for any damage arising therefrom.

b. Under no circumstances will DeltaMath or its officers, employees, directors, shareholders, agents, or licensors be liable under any theory of liability (whether in contract, tort, statutory, or otherwise) for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of money, revenues, profits, goodwill, use, data or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages), resulting from your (or anyone using your account's) use of the DeltaMath services.

c. If, notwithstanding these Terms, DeltaMath is found to be liable to you or any third party in connection with your use of the DeltaMath services, the total liability of DeltaMath and its officers, employees, directors, shareholders, agents, or licensors to you or to any third party is limited to one hundred U.S. Dollars ($100).

d. *Exclusions And Limitations.* Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that DeltaMath may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of DeltaMath's liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless DeltaMath and its officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms. DeltaMath reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with DeltaMath's defense of such claim.

Termination

This Agreement shall remain in full force and effect while you use the Service. DeltaMath may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will immediately cease. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. DeltaMath shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DeltaMath's reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent

necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with DeltaMath's prior written consent. DeltaMath may transfer, assign or delegate this Agreement and its rights and obligations without restriction. This Agreement is governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and for all purposes of this Agreement, you and DeltaMath consent to the exclusive jurisdiction and venue of such courts. Unless and solely to the extent that you or your Institution have a separate written agreement with DeltaMath that governs your use of the Service (in which case such agreement will control), we both agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that the Agreement may not be modified, except as otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Website will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind DeltaMath in any respect whatsoever.

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.

Revised 01/26/2022

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.

DeltaMath Solutions Inc.
_____
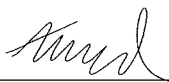Vendor Name

2005 Palmer Ave #1094; Larchmont, NY 10538
_____
Vendor Address

(917) 434-8916
_____
Vendor Telephone

ben@deltamath.com
_____
Vendor Email Address

Ben P.
_____
Signature by Vendor's Authorized Representative

Ben Peled
_____
Print Name

5/6/22
_____
Date