



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

Issue Paper

DATE:

July 11, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve the agreement between Savvas Learning Company and Piner Elementary to provide enVisions Math Digital Courseware licenses for K-5 teachers and students.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Piner Elementary purchased the enVisions math program last summer for students and teachers in grades K-5 last school year. Piner is seeking to renew digital courseware licenses for teachers and students in grades K-5. The enVisions math program is a nationally recognized math series that combines problem-based learning with visual learning. Students learn more about math by solving rich, reality based problems. It focuses on deep conceptual understanding aided in by visual models, student centered projects, 3-act tasks, and personalized learning. They gain a deeper, clearer understanding of math concepts with visual models and scaffolds in every lesson. The enVision math series is also vertically aligned from kindergarten through Algebra 2. Teachers are also able to seamlessly share the enVisions math content through a variety of LMS platforms, including Schoology.

FISCAL/BUDGETARY IMPACT:

\$5,640.00/ESSER

RECOMMENDATION:

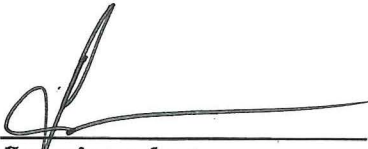
Approve the agreement between Savvas Learning Company and Piner Elementary to provide enVisions Math Digital Courseware licenses for K-5 teachers and students.

CONTACT PERSON:

Tiffany Burris


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.

Piner Elementary School



Emily Thompson

Piner Elementary School
2845 Piner Ridge Rd
Morning View, KY 41063-9716
United States

Quote Number: 194330-2

Quote Creation Date: 06-07-2022

Quote Expiration Date: 09-30-2022

Quote Release: 2

Envision. Digital. Piner
Price Quote Summary

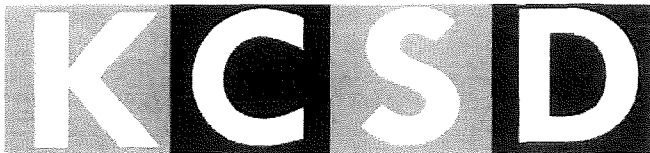
Solution	Base Amount	Total
enVision Math	\$ 5,640.00	\$ 5,640.00
Solution Subtotal	\$ 5,640.00	\$ 5,640.00
	Shipping & Handling	\$ 0.00
	Total	\$ 5,640.00

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
enVision Math				
enVision Mathematics ©2020 Common Core - Grade 1				
9780134959009	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 1	\$20.00	46	\$920.00
enVision Mathematics ©2020 Common Core - Grade 1 Subtotal				\$ 920.00
enVision Mathematics ©2020 Common Core - Grade 2				
9780134959016	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 2	\$20.00	46	\$920.00
enVision Mathematics ©2020 Common Core - Grade 2 Subtotal				\$ 920.00
enVision Mathematics ©2020 Common Core - Grade 3				

Piner Elementary School

ISBN	Description	Price	Charged Qty	Total Charged
9780134959023	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 3	\$20.00	44	\$880.00
enVision Mathematics ©2020 Common Core - Grade 3 Subtotal				\$ 880.00
enVision Mathematics ©2020 Common Core - Grade 4				
9780134959030	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 4	\$20.00	46	\$920.00
enVision Mathematics ©2020 Common Core - Grade 4 Subtotal				\$ 920.00
enVision Mathematics ©2020 Common Core - Grade 5				
9780134959054	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE 5	\$20.00	43	\$860.00
enVision Mathematics ©2020 Common Core - Grade 5 Subtotal				\$ 860.00
enVision Mathematics ©2020 Common Core - Grade K				
9780134958996	ENVISION MATHEMATICS 2020 COMMON CORE DIGITAL COURSEWARE 1-YEAR LICENSE GRADE K	\$20.00	57	\$1,140.00
enVision Mathematics ©2020 Common Core - Grade K Subtotal				\$ 1,140.00
enVision Math Subtotal				\$ 5,640.00
Solution Subtotal				\$ 5,640.00
Shipping and Handling				\$ 0.00
Total				\$ 5,640.00



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THE KENTON COUNTY BOARD OF EDUCATION

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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 Educational 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.

Savvas Learning Company LLC

Vendor Name

15 East Midland Ave, Suite 502, Paramus, NJ 07652

Vendor Address

800-848-9500

Vendor Telephone

k12customerservice@savvas.com

Vendor Email Address

Matt Stricker

Matt Stricker (Jul 18, 2022 11:07 CDT)

Signature by Vendor's Authorized Representative

Matt Stricker

Print Name

07/18/2022

Date

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price via one of the following methods:

e-Form: <http://support.savvas.com/support/s/contactsupport>

Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://worktext-subscriptions.savvas.com/>.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: <https://support.savvas.com/support/s/customer-service-support-form>.

Technical support services are included with purchase of Savvas digital products eform: <https://support.savvas.com/support/s/k12-curriculum-support-form> phone: 1-800-848-9500

Professional Services: All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).