



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

## Issue Paper

**DATE:** Jul 20, 2022

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve** Fort Wright is seeking approval for a contract with Mackin to support teachers and students with reading in all content areas.

**APPLICABLE BOARD POLICY:**

01.1- Legal Status of the Board

**HISTORY/BACKGROUND:**

Fort Wright wants to begin using Mackin this school year if approved. Fort Wright Elementary will begin sharing an electronic collection with all Kentucky schools giving us more access to more titles for less money with less wait time and faster access. Mackin will be used by all grade levels and monitored by weekly assessment data in all content areas.

**FISCAL/BUDGETARY IMPACT:**

SBDM 7000-\$500

**RECOMMENDATION:**

**Approval to** Fort Wright is seeking approval for a contract with Mackin to support teachers and students with reading in all content areas.

**CONTACT PERSON:**

Tina Wartman, 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.*

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**SUMMARY:**

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**ADDRESS PO TO:**

MACKIN EDUCATIONAL RESOURCES

ATTN: DIGITAL SERVICES

3505 COUNTY ROAD 42 WEST

BURNSVILLE, MN 55306

Date: 4/5/2022

Customer #: 79153

FORT WRIGHT ELEMENTARY

Quote# 79153KYMMO

SHIP FORT WRIGHT ELEMENTARY

TO:

501 FARRELL DRIVE

COVINGTON, KY 41011

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KY SHARED CONSORTIUM DIGITAL CONSORTIUM MEMBERSHIP

2022-23 ELEMENTARY COLLECTION (K-5) (251-500 STUDENTS)

\$500.00

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**TOTAL:**

**\$500.00**

U.S. Dollars

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**Mackin Educational Resources**

**Address:** 3505 County Road 42 West, Burnsville, MN 55306

**Phone:** 800-245-9540 **Fax:** 800-369-5490 **Email:** mackin@mackin.com



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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](http://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.

Mackin Educational Resources

Vendor Name

3505 County Road 42 West, Burnsville, MN 55306

Vendor Address

800-245-9540

Vendor Telephone

Mackin@mackin.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Lynn Bendt, Director of Bids & Contracts

Print Name

June 3, 2022

Date

# TERMS AND CONDITIONS

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For more than 30 years, Mackin Educational Resources has provided library and classroom materials for grades PK-12. Working with over 18,000 publishers and a database of more than 2.5 million printed titles and more than 350,000 digital titles, Mackin supplies print books, eBooks, online educational databases, audiobooks, video resources and more, along with digital content management and custom collection analysis services.

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3505 County Road 42 West  
Burnsville, MN 55306  
Phone: 800.245.9540  
Fax: 800.369.5490  
Email: [compliance@mackin.com](mailto:compliance@mackin.com)

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