

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

Issue Paper

DATE:
8/2/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve contract with Delta Math with Scott High School for the 2022-2023 school year for the purpose of a school license for Delta Math Plus which includes all teachers and students.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Delta Math is an Instructional Technology Resource which allows teachers to assign specific mathematics standards and skills to students at differing levels of rigor in order to assess student's progress towards mastering those skills and standards. Students can also use the platform to assess their progress towards mastery in real time with immediate feedback and instructional support through examples and detailed answers to missed questions.

FISCAL/BUDGETARY IMPACT:

\$1000 from ESSER Funds

RECOMMENDATION:


Approval to Scott High School to enter into a contract with Delta Math for the 2022-2023 school year to renew Delta Math Plus school license.

CONTACT PERSON:

Jeff Jackson, Laura Cole, or Alan Yanke


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



Quote

ADDRESS

Jeff Jackson
Scott High School
5400 Old Taylor Mill Rd
Taylor Mill, KY 41015

QUOTE # 16315
DATE 08/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	22-23 PLUS School License	Schoolwide license for DeltaMath PLUS, SY 22-23 for all teachers/students. Includes instructional videos, creation of online assessments, school admin portal, and additional features.	1	1,000.00	1,000.00

Schools covered by this license:
Scott High School

SUBTOTAL	1,000.00
TAX	0.00
TOTAL	USD 1,000.00

*Approximately 1,000 students

Please send PO's electronically
to: orders@deltamath.com

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

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:

Section Miscellaneous. 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:

Signed: _____

Name: _____

Title: _____

Date: _____

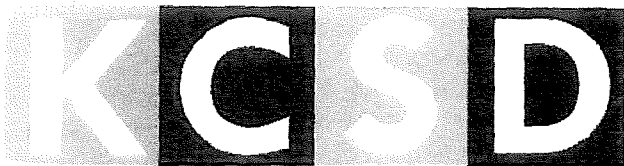
DeltaMath Solutions, Inc.:

Signed: _____

Name: Ben Peled_____

Title: Vice President_____

Date: 5/6/22_____



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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.

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



Signature by Vendor's Authorized Representative

Ben Peled

Print Name

5/6/22

Date