



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

Issue Paper

DATE:

10/13/22

AGENDA ITEM (ACTION ITEM):

Consider/Approve Woodland Middle School to contract with Maneuvering The Middle for the 2022-23 school year for use in our Math classes for Kentucky Academic Standards and providing all students with differentiated instruction and providing all students with interventions, activities and spiraling activities for better mathematical comprehension and reasoning.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Woodland Middle School would like to purchase a 1 year School Owned License with Maneuvering The Middle Math Interventions for use in Math classes to improve math in those classes. Woodland Middle School would like to purchase these for all grades to be used during the 2022-23 school year. Maneuvering The Middle allows for practice in math across all grade levels which aligns the math curriculum at Woodland MS. This purchase will provide individual licenses for teachers to adapt to their grade levels. Every teacher will have access to all Kentucky Academic Standards aligned teaching material to meet each student at their current level and provide materials for student growth in mathematical conceptual understanding.

FISCAL/BUDGETARY IMPACT:

Cost of the program for this school year is \$580.00, paid from SBDM–Other Supplies–Technology Related.

RECOMMENDATION:

Approval to Woodland Middle School to contract with Maneuvering The Middle for the 2022-23 school year for use in our Math classes for Kentucky Academic Standards and providing all students with differentiated instruction and providing all students with interventions, activities and spiraling activities for better mathematical comprehension and reasoning.

CONTACT PERSON:

Keisha Mitts / Ronn Jerolaman


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.

Maneuvering the Middle LLC
PO Box 115
Georgetown, TX 78627
schools@maneuveringthemiddle.com
www.maneuveringthemiddle.com



Quote

ADDRESS

Kenton County
Woodland MS
Taylor Mill, Kentucky 41015

SHIP TO

Kenton County
Woodland MS
Taylor Mill, Kentucky 41015

QUOTE # 6075**DATE 10/12/2022****EXPIRATION DATE 11/30/2022**

RESOURCE	ITEM NUMBER	QTY	RATE	TOTAL
Intervention: Maneuvering Math for Schools single teacher license (includes the bundle discount for upgrade) (annual billing)	G00MMM	4	145.00	580.00

Thank you for your interest in resources by Maneuvering the Middle. If you have any further questions, please feel free to contact us via email at schools@maneuveringthemiddle.com.

TOTAL**\$580.00**

Please make all POs payable to Maneuvering the Middle LLC and submit them here:

<https://www.maneuveringthemiddle.com/school-purchase-order/>

Accepted By**Accepted Date**



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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 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 NSL A 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.

Maneuvering the Middle LLC

Vendor Name

PO Box 115 Georgetown, TX 78627


Vendor Address

512-819-1781

Vendor Telephone

schools@maneuveringthemiddle.com

Vendor Email Address


Signature by Vendor's Authorized Representative

Michael Pickering

Print Name

8/17/22

Date

MANEUVERING MATH MEMBERSHIP TERMS AND POLICIES

MEMBERSHIP

- Maneuvering Math™ is a subscription-based membership program with the option of monthly or annual renewal. Once you join, your price will not change for the life of your membership. If, however, you chose to cancel your membership and then desire to start again, you will not be able to rejoin at your original price.
- An active member is someone who is up-to-date on all payments. If your payment does not process for some reason, your subscription will be placed on hold until you are able to update your credit card information. In the event that you have a failed transaction, you will receive an email notification requesting you to make appropriate adjustments.

CANCELLATION

- As there is no contract associated with your membership, you are free to cancel at any time.
- If you chose to cancel, you will no longer have access or license to use Maneuvering Math™ resources. Any content saved to school or personal devices should be deleted immediately.

REFUNDS

- While we do not anticipate buyers remorse, we do understand that from time to time our resources might not meet the needs of your students as you anticipated. In the event that you do not believe Maneuvering Math™ is a fit for your needs, we are happy to offer a refund up to 14 days after your **first** membership payment. If you need a refund, please send an email to support@maneuveringthemiddle.com to begin the refund process.