



Kenton County School District | It's about ALL kids

## Issue Paper

**DATE:**

February 14, 2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the 12 month online professional development subscription with Smekens Education Solutions, Inc. and River Ridge Elementary

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board

**HISTORY/BACKGROUND:**

Smekens Education Solutions provides training and resources for teachers to improve writing instruction and provides a framework for establishing and maintaining an effective writer's workshop in the classroom. We have been implementing the Smekens writing framework in our classrooms for several years and have seen significant increases in our standardized writing scores and in our students' abilities to craft proficient writing pieces.

**FISCAL/BUDGETARY IMPACT:**

\$99.00 (River Ridge Title Budget)

**RECOMMENDATION:**

Approve the 12 month online professional development subscription with Smekens Education Solutions, Inc. and River Ridge Elementary.

**CONTACT PERSON:**

Jena Smiddy

  
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.

**CONTACT INFORMATION**

Contact person: Jena Smiddy  
 Email: jena.smiddy@kenton.ky.schod. us  
 District/Diocese: Kenton County Schod District  
 School name: River Ridge Elementary  
 School address: 2772 Amsterdam Road  
 City/State/Zip: Villa Hills, KY 41017  
 School phone: 859-341-5260

**12-MONTH SUBSCRIPTION FEE:**

☒ Per person

**\$99**

Number of users:

1

☐ Per building

**\$2,000**

**PURCHASE ORDER PAYMENT:**

☐ Purchase Order attached (# \_\_\_\_\_)

TOTAL NUMBER OF REGISTRANTS: \_\_\_\_\_

DATE YOU WOULD LIKE TO START? \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**TOTAL PURCHASE AMOUNT:**

**CREDIT CARD PAYMENT:**

Charge to: ☐ Visa ☐ Mastercard ☐ Discover

Card Number

Expiration Date

Security Code

Authorized signature (REQUIRED): X

Cardholder's name (PLEASE PRINT): \_\_\_\_\_

**TERMS OF USE**

We encourage subscribers to take advantage of all the features webPD has to offer. In doing so, subscribers agree to the following terms of use:

- 1 When a \$99 individual subscription is selected, only the person assigned to the subscription may access and view webPD videos.
- 2 When a \$2,000 building-wide subscription is selected, all educators within the same school may have unlimited access to webPD during the subscription.
- 3 Unauthorized sharing of login access will result in a non-refundable cancellation of any and all active subscriptions.
- 4 Subscribers are not permitted to reprint, republish, repost, or otherwise distribute any content or images from this site.

**MUST AGREE & SIGN**

☐

By checking & signing, you agree with the Terms of Use.

**Registration Process**

After payment or a purchase order has been received, the contact person listed on this form will receive a "welcome to webPD" email with instructions for accessing the subscription.

**Questions?**

Call us toll free (888) 376-0448.

**TO SUBSCRIBE:**

**FAX THIS FORM** – with a school purchase order to (888) 376-0489

**EMAIL THIS FORM** – with a school purchase order to webpd@smekenseducation.com



## **Terms of Use**

### **In-Person Workshops & Conferences**

Educators who pay to attend open-to-the-public workshops sponsored by Smekens Education are allowed lifetime access to digital resources provided during the workshop. Digital resources gained from attending a Smekens in-person workshop or conference are intended to be used only by the paid workshop registrant. Access rights are not transferable to other educators and sharing access to these resources is prohibited.

### **Virtual-Interactive Workshops & Conferences**

Educators who pay to attend virtual-interactive workshops sponsored by Smekens Education are allowed access to the workshop video recordings for one year after the date of the event. Participants also receive lifetime access to digital resources provided during the workshop. Videos and digital resources gained from attending a Smekens virtual-interactive workshop or conference are intended to be used only by the paid workshop registrant. Access rights are not transferable to other educators and sharing access to these resources is prohibited.

### **On-Demand Workshops & Conferences**

Educators who pay to enroll in an on-demand workshop or conference sponsored by Smekens Education are allowed access to the workshop video recordings for a period of one year. Enrollees also receive lifetime access to digital resources provided during the workshop. Videos and digital resources gained from enrolling in a Smekens on-demand workshop or conference are intended to be used only by the paid workshop enrollee. Access rights are not transferable to other educators and sharing access to these resources is prohibited.

### **webPD Video Subscription**

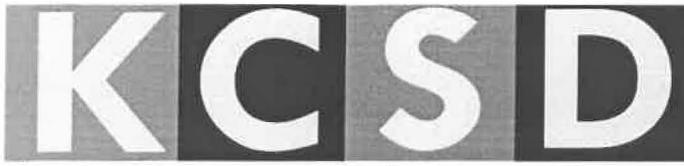
Paid subscribers to webPD are allowed to access all videos and resources included with the subscription for a period of one year. At the end of the 12-month period, access to all videos and resources will expire, unless the subscription is renewed. Videos and digital resources gained from subscribing to webPD are intended to be used only by the paid subscriber. Individual subscribers are permitted to project a webPD video on a screen to share with non-subscribers. However, sharing usernames and passwords with non-subscribers is prohibited, as only paid subscribers are allowed account-level access. For building or district-level purchases, access rights are transferable to other educators within the building or district.

### **Smekens Education Publications**

Individuals who purchase Smekens-authored professional books that include an accompanying website of digital resources have lifetime access to those resources as a benefit of the purchase. These publications include *Launching the Writer's Workshop: Grades K-2*, *Launching the Writer's Workshop: Grade 3-12*, and *The Comprehension Playbook*. Resources gained from purchasing one of these publications are intended to be used only by the individual who made the purchase. When a school or district makes the purchase, access rights may be transferred to other educators as personnel changes.

### **Inquiries**

For questions or clarification, contact Brady Smekens, Director of Professional Development, 888-376-0448 or [brady@smekenseducation.com](mailto:brady@smekenseducation.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.

Smekens Education Solutions, Inc.

Vendor Name

P.O. Box 332 - Warren, IN 46792

Vendor Address

888-376-0448

Vendor Telephone

orders@smekenseducation.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Brady Smekens

Print Name

2/14/23

Date