



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

Issue Paper

DATE:

May 16, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve Simon Kenton High School's contract with The Core Project for Tier 1 SEL and Staff Development for the 2023-2024 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of Board

HISTORY/BACKGROUND:

Simon Kenton High School has considered several tier 1 SEL programs for our students to improve social emotional learning in our school. The Core Project provides staff training and materials suitable for this purpose. This will allow our staff to implement a relevant SEL program that is more aligned to student needs.

FISCAL/BUDGETARY IMPACT:

\$6,150.00 -- Activity Fund

RECOMMENDATION:

Approval to Simon Kenton High School's contract with The Core Project for Tier 1 SEL and Staff Development for the 2023-2024 school year.

CONTACT PERSON:

Craig Reinhart, Jessica Stallkamp


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.

ESTIMATE

The Core Project
19941 N Gunning Rd
Rathdrum, ID 83858

patti@thecorepro.com
+1 2087558781
www.thecorepro.com



THE CORE PROJECT

Simon Kenton High School

Bill to
Jessica Stallkamp
Simon Kenton High School
11132 Madison Pike
Independence, KY 41051

Estimate details
Estimate no.: 11019
Estimate date: 02/17/2023

Product or service		Amount
1. Core Lessons High School License Set-Up	1 unit x \$3,300.00	\$3,300.00
Simon Kenton HS: 2023-2024		
2. School Staff Development - Onsite	1 unit x \$2,850.00	\$2,850.00
This is a deep dive into the heart of Social Emotional Learning. Staff are exposed to SEL competencies and guided through a process of building on what they do naturally and an enhancing the SEL culture in the building through professional practices and using the Core Lessons to building SEL competencies in students.		
Fall 2023		
3. Travel Expenses	1 unit x \$0.00	\$0.00
TBD - Currently estimated at \$2200; potentially split with Scott HS		
Total		\$6,150.00

Note to customer

Thanks so much for the opportunity to share an estimate with you. Please know that this estimate is a draft and is easy to edit if you would like to make any changes. If you have any questions at all just give us a call. We look forward to working with you.

Patti
The Core Project
208-818-0902



Terms

Last updated: December 2022

ACCEPTANCE

Seller's acceptance of buyer's purchase order is expressly made conditional on buyer's acceptance of the following terms and conditions of sale, which are in lieu of any additional or different terms contained in buyer's purchase order or other document or communication pertaining to buyer's order or the goods. Buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from buyer's acceptance of all or any part of the goods or from payment by buyer for all or any part of the goods. None of these terms and conditions may be added to, modified, superseded or otherwise altered, except by a written instrument signed by an authorized executive of seller. Failure of seller to object to any terms or conditions which may be contained in any document or form of buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

SERVICES

Upon acceptance by Client, TCP will perform the services described in the estimate according to a mutually agreeable service schedule. Any additional services requested by Client and not covered by the estimate will incur additional charges.

PAYMENT TERMS

Payment terms are net thirty (30) days from the date of this invoice, subject to a 1% discount if paid within ten (10) days of the date of this invoice. Any payments not made within thirty (30) days of the date of this invoice shall be subject to a late payment charge of 1½% per month (compounded) on the unpaid

balance of any amount then passed due. Client is responsible for payment of all applicable federal, state and local taxes and assessments (including sales, use and similar taxes) levied on the transaction contemplated by the estimate. No tax exemption will be recognized unless a valid exemption certificate is provided.

TRAVEL EXPENSES

Client is responsible for all travel-related expenses, including airfare, hotels, car rentals, meals, mileage and other incidental expenses. TCP agrees to purchase the most economical airfare to and from Client so as to minimize costs. In the event TCP travels by car to Client, TCP will be reimbursed for mileage at the current IRS rate per mile, or pay for car rental expenses, whichever is less. All travel related expenses incurred by TCP will be billed to Client, and are in addition to costs associated with this agreement.

INTELLECTUAL PROPERTY OWNERSHIP

The Licensed Curriculum, Core Lessons, contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to Licensee under this Agreement are expressly reserved by Licensor and its licensors. Licensee shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Licensed Curriculum, the Documentation, or any related materials. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Licensed Curriculum shall remain the sole and exclusive property of Licensor or its licensors, as applicable.

TERMINATION

In the event Client terminates services, Client is responsible for 50% of the invoice, or the actual rendered services, whichever is more. TCP may terminate the agreement and cease performance of the services if Client fails to timely pay or perform any obligation imposed under the acceptance of these terms, and such failure to pay or perform continues for a period of thirty (30) business days from the date TCP furnishes written notice thereof to you.

INDEPENDENT CONTRACTOR

TCP is an independent contractor of Client, and nothing in the estimate or these terms will be construed as creating a partnership, joint venture, or relationship other than that of independent contractors between Client and TCP.

LIMITATION OF LIABILITY

In no event will TCP be liable to Client for special, exemplary, indirect, incidental or consequential damages, including loss of profits, revenues or goodwill, arising out of or relating to the estimate or the work, whether the claim is based upon contract, breach of warranty, tort or other theory, even if TCP is advised of the possibility of such damages. TCP's liability arising out of or relating to the agreement or the work will not exceed the sums paid or payable by buyer to TCP under this agreement.

PUBLICITY

With acceptance of this agreement Client authorizes TCP to list client as a client of TCP on TCP's website and on any other internal and external promotional materials and communications.



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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.

The Core Project
Vendor Name

19941 V. Gunning Rd. Rothdram, MO 65858
Vendor Address

708-755-8781
Vendor Telephone

Greg@thecorepro.com
Vendor Email Address

[Signature]
Signature by Vendor's Authorized Representative

Greg Summers
Print Name

5/8/23
Date