



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

Issue Paper

DATE:

5/17/23

AGENDA ITEM (ACTION ITEM):

Consider/Approve renewal contract for ST Math for the 2023-2024 school year for Summit View Academy, Kenton Elementary School, and Taylor Mill Elementary School.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

ST Math is an online program that is aligned to the standards to provide puzzle-based math topics for students to enhance their understanding of math concepts.

FISCAL/BUDGETARY IMPACT:

\$18,000- Instructional funds

RECOMMENDATION:

Approval the contract renewal contract with ST Math for Summit View Academy, Kenton Elementary, and Taylor Mill Elementary for the 2023-2024 school year.

CONTACT PERSON:

Joe Chavez

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.



MIND Education
5281 California Avenue, Suite 300
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866-569-7014
www.mindeducation.org

Please submit purchase orders:
By email: purchaseorders@mindeducation.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Created Date 5/16/2023
Quote Number 00013722
Expiration Date 8/31/2023
Partnership Manager Jon Glenn
Partnership Manager Email iglenn@mindeducation.org
Renewal Rep Lance Matus
Renewal Rep Email lmatus@mindeducation.org
Education Success Manager School Success
Education Success Manager Email success@mindresearch.org

Bill To KENTON COUNTY
1055 EATON DR
FT WRIGHT, KY 41017

Ship To KENTON COUNTY
1055 EATON DR
FT WRIGHT, KY 41017

Product	Quantity	Detail Description	Total Price
Conversion to ST Math Site Subscription (151-250)	3.00	<ul style="list-style-type: none"> - Conversion to ST Math Site Subscription for Summit View, Taylor Mills & Kenton Schools - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone 	USD 18,000.00

Subtotal USD 18,000.00
Grand Total USD 18,000.00

Prepared By Lance Matus
Email lmatus@mindeducation.org
Phone (949) 345-8300

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Kenton County School District | It's about ALL kids

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.

MIND Research Institute

Vendor Name

5281 California Ave, Suite 300, Irvine, CA 92617

Vendor Address

949-345-8700

Vendor Telephone

bids@mindresearch.org

Vendor Email Address

Brett E. Woudenberg

Signature by Vendor's Authorized Representative

Brett Woudenberg

Print Name

Apr 26, 2022

Date






Kenton County BOE

Final Audit Report

2022-04-26

Created:	2022-04-26
By:	Dawn Jewett (djewett@mindresearch.org)
Status:	Signed
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"Kenton County BOE" History

-  Document created by Dawn Jewett (djewett@mindresearch.org)
2022-04-26 - 4:46:39 PM GMT- IP address: 70.175.147.250
-  Document emailed to Brett Woudenberg (bwoudenberg@mindresearch.org) for signature
2022-04-26 - 4:47:25 PM GMT
-  Email viewed by Brett Woudenberg (bwoudenberg@mindresearch.org)
2022-04-26 - 7:22:39 PM GMT- IP address: 66.249.84.65
-  Document e-signed by Brett Woudenberg (bwoudenberg@mindresearch.org)
Signature Date: 2022-04-26 - 7:22:54 PM GMT - Time Source: server- IP address: 174.205.106.135
-  Agreement completed.
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Terms of Use

Last updated: October 7, 2016

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NOTE: SECTION 5 (Choice of Law; Dispute Resolution; No Class Actions) BELOW CONTAINS A BINDING ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER, THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

1. 1. Use of the Sites and Software.

o Users of Our Sites and Software.

Certain of our Sites host our ST Math® instructional Software, which has been developed for use by students from pre-kindergarten through high school (“Student(s)”), for the improvement of math-related skills and achievement. Students are provided access to our Software and Sites through their schools and school districts (collectively, “Local Educational Agencies” or “LEAs”), who utilize these services to assess their Students’ progress and supplement their mathematics curriculum.

Student Users.

If you are a Student, you may only use the Sites and Software if you are at least 13 years of age, or if you are otherwise using the Sites and/or Software with the consent and under the supervision of your parent, legal guardian, or teacher / school representative.

Teachers/LEA Users.

If you represent a school or other LEA, you hereby represent, warrant, and covenant on behalf of such school or other LEA that (a) you have the authority to disclose any Student Records (as defined under the Privacy Policy) provided to us for your Students hereunder, and have obtained all consents necessary for same, and (b) that you have not and will not breach any applicable laws in the collection, disclosure, or use of the Student Records hereunder.

LEAs' Obligations for Students Under 13.

If you have Students under 13 who will use the Sites or Software, you expressly consent to the collection, use, and disclosure of personal information as set forth in our Privacy Policy from your Student users under the age of 13. You also agree to use the Sites and Software as well as any Student information you collect from such Sites and/or Software in accordance with our Privacy Policy and all applicable laws. You agree and acknowledge that you will not use the Sites or Software with any Student under 13 years old, unless you are an authorized representative of that Student's LEA, with authority to consent to the collection use and disclosure of personal information from such Student.

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- Material that contains vulgar or obscene language or images
- Advertising, promotional materials, or any form of commercial solicitation

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- use any robot, spider, crawler, scraper, bots or other automated means to access or use the Sites
- introduce or attempt to introduce software viruses, Trojan horses, worms, backdoors or any other computer codes, files, or programming instruction or set of instructions that are designed or intended to disrupt, disable, harm, interfere or otherwise adversely affect any computer programs, software, firmware, hardware, mobile devices, wireless devices, computer systems, data or operations.

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- **Governing Law; Arbitration.**

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In addition to the above, you waive the right to bring any Claim as a class action, consolidated, multi-district or collective action, or private attorney general action. You also agree not to participate in any class action, consolidated, multi-district or collective action, or private attorney general

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Third Party Beneficiaries.

You acknowledge and agree that each of our partners and customers, which includes LEAs with Students hereunder, is participating on the Site in reliance of its and your rights, remedies, and obligations under these Terms, including those of this paragraph, and each such entity will be a third-party beneficiary of this Section 5 (Choice of Law; Dispute Resolution; No Class Actions).

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Release.

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○ FERPA Compliance.

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Indemnity.

You agree to indemnify and hold MIND, its subsidiaries, affiliates, partners, customers, sponsors, service providers, officers, employees, and agents harmless from any claims, losses, costs or damages, including legal fees, resulting from your violation of these Terms, your use of the Site or your placement of any link, content or other information on the Site, and your violation of the rights of any third party, and to fully cooperate in MIND's defense against any such claims.

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- If you use this site, you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of either your password(s) or account(s) or any other breach of security. MIND is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations. You further agree that you will not permit others, including, without limitation, those whose accounts have been terminated, to access our Sites using your account(s) or user ID. If you are under 18, you may purchase products or services only through a parent or guardian. You agree that billing and registration information you provide on the Site will be accurate and complete. MIND and its affiliates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

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○ Termination by LEA.

An LEA may terminate use of the Sites or Software by provision of written notice of termination to us, pursuant to the notice provisions set forth in Section 11 (General) below. We will terminate use and storage of any Student Records received from the LEA following written notice of termination, unless we have received consent directly from such Student, if aged 13 or above, or the Student's parent or legal guardian otherwise, to store such Student Records.

Termination or Suspension by Us.

We may suspend or terminate your access to all or any part of the Sites or Services, or block or disable your access or use of the Apps, at any time, with or without cause, with or without notice, effective immediately.

Without limiting the foregoing, we may suspend or terminate your access to all or any part of the Sites or Services, or block or disable your access or use of the Apps if (a) we believe, in our sole discretion that you are in breach of this Agreement or are acting in a manner that shows that you do not intend to, or are unable to, comply with the Terms and Conditions; (b) we are required to do so by law (for example, where the provision of Services to you is, or becomes, unlawful); (c) we elect to no longer provide the Sites or Services to users in the state or country in which you are resident or from which you use the Sites or Services; (d) we believe that your use of the Sites or Services may infringe or violate the rights of a third party or subject us or one of our affiliates to civil or criminal liability or reputational harm; or (e) we believe such suspension or termination is necessary or appropriate to avoid harm to the Sites, Services, or persons; in each such a case, no portion of your subscription payment will be refunded. If we suspend or terminate your access for no reason or for a reason other than those set forth in the preceding sentence, we will refund to you any unused portion of your subscription payment, if any, which will be your sole and exclusive remedy upon such suspension or termination. Termination may result, in our sole discretion, in the forfeiture and destruction of all information associated with your account. All Terms and Conditions that by their nature should survive termination of this Agreement, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, shall so survive. If your account is cancelled or terminated for any reason, you will no longer be able to access information under your account.

11. 11.General.

o Assignment.

You will not assign any of your rights and obligations under these Terms of Use without our prior written consent. We reserve the right to assign or transfer our rights and obligations under this Agreement in connection with

an acquisition by or merger with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding.

Severability.

If any provision of these Terms of Use is found to be void or unenforceable, then the remainder will have full force and effect, and the invalid provision will be partially enforced to the maximum extent permitted by law to effectuate the purpose of these Terms of Use.

No Waiver.

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the MIND Research Institute's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Mobile and Internet Usage.

By using the Sites from your mobile phone, you understand that your wireless or internet services provider's standard SMS, MMS and/or data rates will apply to your use of the Sites. By using the Sites, you agree to be responsible for any fees that are incurred as a result of your use of the Sites. You hereby represent and warrant that you are the owner or authorized user of any mobile or other wireless device that you use to access the Services, and that you are authorized to approve all associated SMS, MMS and data charges.

Certain Third Party Terms.

You agree that, in addition to these Terms, your use of Apps may be subject to (a) the usage rules set forth in Amazon Appstore's terms of use, Apple App Store's terms of use, or Google Play's terms of service, if you download Amazon Appstore, Apple App Store or Google Play, respectively; or (b) those of any other third party platform, developer or distributor end-user license agreement and/or terms and conditions by which you agree to be bound when you download or access the App.

Entire Agreement.

These Terms, including our Privacy Policy, together with any legal notices or other terms or conditions published on the Sites or in the Software, as

applicable (including the Homeschooling EULA for those who have licensed such Software) constitute the entire agreement between you and MIND and its affiliates with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral or written agreements.

Amendments.

We reserve the right to amend these Terms of Use at any time and any amendments, changes or modifications shall be effective immediately upon notice of them. It is your responsibility to review these Terms of Use for any changes. Your use of the Site following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

Notices.

All notices, demands and other communications hereunder shall be in writing and shall be effective upon receipt, provided that we may provide notice to you by posting announcements on any of the Sites or sending an e-mail to you at the e-mail address that is currently associated with your account if you have one. Any such e-mail notice to you will be deemed given on the day it is sent. Except as specified in the next sentence, all notices to us of a legal nature shall be in writing and shall be sent by certified first-class U.S. mail, return receipt requested, to:

Attention: Controller

controller@mindresearch.org

MIND Research Institute

5281 California Avenue, Suite 300

Irvine, CA 92617

Tel: (949) 345-8700

Toll-Free: (888) 751-5443

Fax: (949) 572-2680

All notices regarding copyright or other intellectual property infringement issues shall be sent as described below under Section 12 (Copyright Complaints). If you have any questions about these Terms, then please contact us at the postal address set forth above.

Our Communications with You.

We may contact you (via the Sites, electronic mail, physical mail or otherwise) for the purpose of informing you of changes or additions to the Sites or Software, or of any related products and services. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You may opt out of commercial advertising and marketing communications at any time by following the unsubscribe instructions included in each communication. Please see our Privacy Policy for further information on how we manage and process your personal information.

12. 12. Copyright Complaints.

- MIND respects the intellectual property rights of others. If you believe your copyright has been violated on a MIND Site or any content posted on such Sites, please contact the Controller at controller@mindresearch.org or the U.S. Mail address above and provide the following information:
 - - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
 - A description of the copyrighted work that you claim has been infringed.
 - A description of where (by URL and physical description) the material that you claim is infringing is located on the Site.
 - Your address, telephone number, and email address.
 - A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
 - Upon our receipt of a takedown notice complying materially with all of these requirements, we will remove, or cause to be removed, the identified materials. The individual that had posted such materials will then have an

opportunity to demand reposting. You will receive notice of such if the individual properly requests reposting. Repeat offending websites, contributors (if any), or account holders (if any) will be terminated