



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

Issue Paper

DATE:

August 29, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve a sales contract between Student Optimized Services (SOS) and Woodland Middle School and Dixie High School for the 2023-2024 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

Student Optimized Services is an online scheduling tool that utilizes the flexible period in the school day to meet the diverse learning needs of all students by giving teachers the ability to offer timely support for students in their own class.

FISCAL/BUDGETARY IMPACT:

\$7,920.00 (School Instructional Funds-7000, Title I, ESSER)

RECOMMENDATION:


Approve a sales contract between Student Optimized Services (SOS) and Woodland Middle School and Dixie High School for the 2023-2024 school year.

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.

William Martin- Student Optimized Services
 2535 Hathaway Rd
 Union, KY 41091
 859 907-4545

Quote

Date : 8/1/23
 Quote Number: 2309-01

TO Matthew Winkler
 Kenton County School District
 1055 Eaton Drive
 Ft. Wright, KY 41017

Student Optimized Services is a monthly subscription that can be paid by the 14th of each month or paid for an entire year. Dixie Heights High School and Woodland Middle School of The Kenton County School District will be using the service for the 2023-24 school year. The cost of the service is \$500 per month (\$4500/year/ 9 months of usage) with a one time set up fee of \$1000 for first time users.

Dixie Heights High School: Dixie Heights is the first school to utilize Student Optimized Services and is receiving the early adopter discount of \$135 per month and waiving of the one time set up fee. The usage will be for 8 months.

SOS Software Subscription	Dixie Heights High School	\$365 per month/ \$2920 year	\$2,920.00
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Woodland Middle School: Woodland is a first time user for the Student Optimized Services with a monthly cost of \$500 per month of usage and a \$1000 one time set up fee. Woodland will be using SOS for 8 months of the school year.

SOS Software Set up Fee	Woodland Middle School	\$1,000	\$1,000.00
SOS Software Subscription	Woodland Middle School	\$500 per month/\$4000	\$4,000.00

Subtotal	\$ 7,920.00
Sales Tax @	0.00%
TOTAL	\$ 7,920.00

Make all checks payable to William Martin
 THANK YOU FOR YOUR BUSINESS!

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Terms of Service

SOS package consists of five applications that form the package. The applications are targeted for distinct user groups, students, teachers, team leaders, administrators, and a maintenance app. Access to package is provided on a subscription basis commonly referred to as SaaS.

By using the SOS package, users are agreeing to be bound by the terms and conditions outlined in this document.

The cost of the application for the 2023-24 school year is \$500 per month with a one time \$1000 setup fee. The setup fee is due once the customer has access to applications and acknowledges that the package is working. The first \$500 per month is due when students and teachers start using the application and subsequent payments are due at the beginning of each month of use. The customer at their option can pay monthly or annually for the service.

The customer can cancelled the service at any time. When the customer cancels all data will be deleted unless the customer specifies that they plan to resume service in the future. Any payment for future service will be refunded. Thus, if a customer pays for a school year and wants to stop using the service at the end of December, the balance paid for January to the end of the school year will be refunded.

SOS will respond to bug fixes or service outages within 24 hours though it may take longer to fix the problem. SOS depends on Microsoft Azure. In the eight years SOS has used Azure there has only been outage that last over an hour. That outage, a lightening strike on their data center, took three days to fix. SOS is not responsible for an Azure outage.

It is the responsibility of the users, to comply with applicable laws, maintaining the confidentiality of their account credentials, and not engaging in any unauthorized or illegal

activities. User accounts can only be created for students, teachers, or employees that are authorized by the customer.

William R Martin residing at 2535 Hathaway Rd, Union KY 41091 holds the intellectual property rights related to the SOS package, including copyright, trademarks, and patents.

The customer acknowledges and agrees that our SOS package, including but not limited to its design, code, features, trademarks, logos, and other intellectual property, are owned by William R Martin and our licensors and are protected by applicable intellectual property laws. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from or through the SOS package.

Use of the SOS Package does not entitle you to any ownership rights or rights to distribute or sublicense the software.

Any feedback, suggestions, or ideas provided by you regarding the SOS package may be used by us for further development, improvement, or marketing purposes without any obligation to compensate or credit you. You agree that any improvements or modifications made to the software based on such feedback shall be our sole property.

If you believe that your intellectual property rights have been infringed upon while using the SOS package, please notify us promptly, providing the necessary details for us to investigate the matter. We reserve the right to take appropriate action, including but not limited to removing or disabling access to infringing material or terminating the accounts of repeat infringers.

Failure to respect our intellectual property rights or any unauthorized use of the SOS software package may result in

legal action and remedies available under applicable laws.

The customer understands and agrees that the use of the SOS application is at your own risk. We provide the application on an 'as-is' and 'as-available' basis. To the fullest extent permitted by applicable law, we expressly disclaim all warranties, whether express, implied, statutory, or otherwise, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement.

We make no warranty or representation regarding the accuracy, reliability, timeliness, or completeness of the content or features provided by the SOS package. We do not guarantee that the application will meet your requirements or that it will be uninterrupted, secure, error-free, or free from viruses or other harmful components.

You acknowledge that any reliance on the SOS package or its content is solely at your own discretion and risk. We shall not be liable for any direct, indirect, incidental, consequential, or exemplary damages, including but not limited to damages for loss of profits, data, or other intangible losses, arising out of or in connection with the use or performance of the SaaS application, even if we have been advised of the possibility of such damages.

SOS Development has the right to modify or update the Terms of Service at our discretion. The customer will be notified of any change by an email to the all email addresses defined in the Administrator table in the customer's SOS database.

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Privacy Policy

We Commit To:

X We will not collect, maintain, use, or share Student PII (Personal Identifying Information) beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.

X We will not sell student PII.

X We will not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.

X We will not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.

X We will not make material changes to School Service Provider education privacy policies without first providing prominent notice to the users and/or account holder(s) (i.e., the institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of Student PII that are inconsistent with contractual requirements.

X We will not knowingly retain Student PII beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.

✓ We will collect, use, share, and retain Student PII only for purposes for which we were authorized by the educational institution/agency, teacher, or the parent/student.

✓ We will disclose clearly in contracts or privacy policies, including in a manner easy for institutions and parents to find and understand, what types of Student PII we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.

✓ We will support access to and correction of Student PII by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.

✓ We will maintain a comprehensive security program that is reasonably designed to protect the security, confidentiality, and integrity of Student PII against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information. We will immediately notify the administrator of any breach of security and take mutually agreed up actions to mitigate the breach

✓ We will provide resources to support educational institutions/agencies, teachers, or parents/students to protect the security and privacy of Student PII while using the educational service.

✓ We will require that our vendors with whom Student PII is shared in order to deliver the educational service, if any, are obligated to follow these same commitments for the given Student PII.

✓ We will allow a successor entity to maintain the Student PII, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected Student PII.

✓ We will incorporate privacy and security when developing or

✓ we will incorporate privacy and security when developing or improving our educational products, tools, and services and comply with applicable laws.

This is from the Future of Privacy Forum (FPF) and the Software & Information Industry

(<https://studentprivacypledge.org/privacy-pledge-2-0/>)

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STUDENT OPTIMIZED SERVICES

In 2008 Ryle High School began their journey of utilizing the Professional Learning Community framework to develop Instructional Learning Teams (ILTs) that would collaborate together to ensure that ALL students were successful in mastering the essential learning skills developed by every ILT. Through on-going reflection of the ILTs, the faculty determined they needed to:

- Provide teacher autonomy to determine what to offer on a daily basis*
- Provide Student Choice in regards to where they will go during this time*
- Find a way that ALL students can have their current specific learning needs met regardless of content area.*
- Provide time for teachers to meet on a weekly basis with their ILT.*

Student Optimized Services (SOS) was created in 2015 due to one school's (Ryle High School, Union, KY) desire to utilize a Flexible Period in their school day to meet the diverse learning needs of ALL students by giving teachers the ability to offer timely support for students in their own classes. Bill Martin, a science teacher at the time and the founder of SOS, used his computer programming experience to create an on-line scheduling tool to facilitate the desired outcome of the school administration. Nate Niemi, a school administrator, facilitated the development as they worked together to create the vision of the

scheduling tool.

Since its inception in 2015, implementation of the SOS has proven to help 6-12 schools across the country in the following areas:

- *Reduce student failures*
- *Improve your special education support for students*
- *Empower students to “Own Their Education”*
- *Increase in students taking more challenging classes*
- *Improve State Accountability Scores for all demographics*
- *Empower teachers to use additional time to meet the real time learning needs of their students*
- *Improve Student Culture*
- *Increase Social Emotional and Mental Health support*

Bill and Nate have implemented the SOS system in High Schools and Middle Schools across the country. The system is designed to evolve as we learn about our customers' needs.

We create the avenue for your work to be done the way you need to do it!

Learn More

[WHY SOS \(/WHY-SOS\)](#)

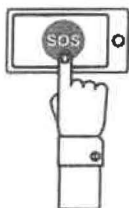
[STUDENTS \(/NEW-PAGE\)](#)

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[ADMINISTRATION \(/NEW-PAGE-2\)](#)

Why SOS?

Student Optimized Services makes the school day easier, and more effective, for everyone involved.



STUDENTS

Students have the ability to go to a workshop that best fits their needs.

[LEARN MORE \(/NEW-PAGE\)](#)

TEACHERS

Teachers can create specialized workshops to meet the specific needs of students.

[LEARN MORE \(/NEW-PAGE-1\)](#)

ADMINISTRATION

Administration can use SOS for assemblies, info sessions, and college visits.

[LEARN MORE \(/NEW-PAGE-2\)](#)



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

| It's about ALL kids.

**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.

William R Martin
Vendor Name

2535 Hathaway Rd, Union KY 41091
Vendor Address

859 907-4545
Vendor Telephone

sos.will14@gmail.com
Vendor Email Address

Wm R Martin
Signature by Vendor's Authorized Representative

William R Martin
Print Name

1/26/2023
Date

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. William R Martin	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 2535 Hathaway Rd	Requester's name and address (optional)
6 City, state, and ZIP code Union	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
2	9	9	-	4	2	-	1	7	5	6
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Wm R Martin</i>	Date ▶ <i>7/26/23</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.