

It's about ALL kids.

Issue Paper

DATE:
July 9, 2024

AGENDA ITEM (ACTION ITEM):
Consider/Approve a sales contract between Student Optimized Services (SOS) and Scott High School for the 2024-2025 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:
4,097.00 ESSER Funds

RECOMMENDATION:
Approval a sales contract between Student Optimized Services (SOS) and Scott High School for the 2024-2025 school year.


CONTACT PERSON:
Tony Procaccino



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 : 6/11/24
 Quote Number: 1368-01

TO Anthony Procaccino
 Scott High School
 5400 Taylor Mill Road
 Taylor Mill, KY 41015

The SOS Software is a yearly subscription based on student enrollment.
 Scott High School enrollment (from most recent State Report Card) is 1097.
 Yearly rate is determined by student enrollment. School enrollment of 0-1000= \$3000 + \$1 per student over 1000.
 A one time set up fee and 3 hour of training for staff is \$1000.

Yearly Subscription	Scott High School	1 to 1000 total enrollment	\$3,000.00
		97 studentsx \$1	\$97.00
One time set-up fee	Setup and 3 hours of training		\$1,000.00

	Subtotal	\$	4,097.00
	Sales Tax @	0.00%	-
	TOTAL	\$	4,097.00

[links to our terms of service and our privacy policy can be found at studentoptimized.com](#)

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



| 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 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 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.

SOS Development

Vendor Name

2535 HATHAWAY RD UNION KY 41091

Vendor Address

859-907-4545

Vendor Telephone

sos.bill4@gmail.com

Vendor Email Address

Wm R Martin

Signature by Vendor's Authorized Representative

WILLIAM R MARTIN

Print Name

5/15/2024

Date

Contract for SOS Software

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 2024-254 school year is specified in the Quote provided to the customer. .

The customer can cancel 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 2 business days 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 one outage that lasted over an hour. That outage, a lightning 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, maintain the confidentiality of their account credentials, and not engage 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 SOS application, even if we have been advised of the possibility of such damages.

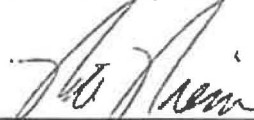
Any disputes arising out of or relating to this contract shall be subject to the exclusive jurisdiction of the courts of Kenton County, Kentucky. The parties hereby consent to the personal jurisdiction of such courts and agree that any legal action or proceeding may be brought in such courts.

William R Martin
Vendor Name

2535 Hathaway Rd Union, KY 41091
Vendor Address

(859) 907-4545
Vendor Telephone

SOS.Bill4@gmail.com
Vendor Email Address


CMO, Student Optimization Services
Signature by authorized vendor representative

William R Martin
Print Vendor Name

June 25, 2025
Date

Customer Name: _____

Customer Address: _____

Customer Telephone: _____

Customer Email Address: _____

Signature by authorized customer representative: _____

Print Customer Name: _____

Date: _____