



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

## Issue Paper

**DATE:**

October 16, 2024

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract and terms with Numeracy Consultants for Ryland Heights and White's Tower Elementary School.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Numeracy Consultants is an evidence based math intervention resource. Numeracy Consultants focuses on early numeracy intervention following the research based CRA (concrete, representational, abstract) instructional model. In addition to early numeracy, the resource also includes lessons for multiplicative thinking and reasoning with fractions. Numeracy Consultants will be used for tier 2 and tier 3 instruction.

**FISCAL/BUDGETARY IMPACT:**

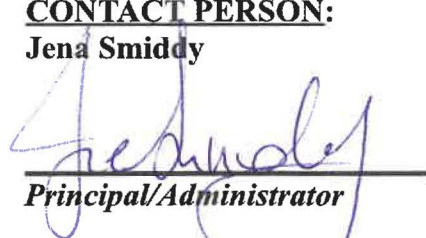
\$850.00 (SBDM funds)

**RECOMMENDATION:**

Approve the contract and terms with Numeracy Consultants for Ryland Heights and White's Tower Elementary School.

**CONTACT PERSON:**

Jena Smiddy



Principal/Administrator



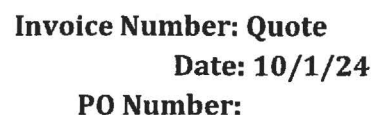
District Administrator



Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

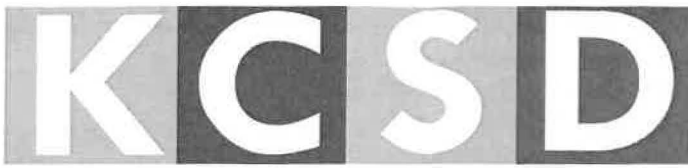
*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*



To: Tammie Groeschen  
Finance Secretary  
Ryland Heights Elementary

**Please Make All Checks Payable To:****Please Return a Copy of this Invoice with Payment**

**THANK YOU !**



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](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.

Numeracy Consultants LLC  
Vendor Name

420 Eureka Ave #400, Wyandotte, Mi 48192  
Vendor Address

734-624-4797  
Vendor Telephone

info@numerayconsultants.net  
Vendor Email Address

*Dane Ziemba*  
Signature by Vendor's Authorized Representative

DANE ZIEMBA  
Print Name

9/13/24  
Date



## eLibrary School License - License Agreement

1. **Grant of License.** Numeracy Consultants LLC has authorized you ("You" or "Your") to download its electronic eLibrary (the eBooks and eLessons) and hereby grants You a non-exclusive, non-transferable license to use the eBook according to the terms and conditions set forth in the license agreement (the "Agreement") Your use of the eLibrary constitutes your agreement to the terms and conditions set forth in this agreement.

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3. **Restrictions.** Except as stated in this Agreement, or as otherwise specifically agreed to by Numeracy Consultants LLC, You shall not do any of the following, nor shall You permit other to: (1) share or distribute all or any part of the eBook or eLessons to any other person via email or by making the eBook available as a resource on any school website or intranet: (2) resell, rent, or assign any rights granted hereunder to any other person or institution: (3) duplicate the eBooks or Lessons beyond what is necessary for Your classroom use. (4) remove any proprietary notices, labels or marks from the eBook: (5) modify, augment, or delete any portion of the eBook or eLessons. (6) create derivative works from, or in any way exploit any of the ebook or elessons content, in while print , in print or in electronic form.

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**By signing this agreement I acknowledge the shcools order number will be encrypted and name tagged within the documents that I receive.**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

School Address: \_\_\_\_\_

city

State

zip

## **Contract Addendum**

### **Addendum to User Agreement**

This Addendum ("Addendum") is entered into by and between the following parties:

**Party A: Numeracy Consultants LLC:** 420 Eureka Ave #400, Wyandotte, Mi 48192

**Party B: Kenton County School District**

This Addendum is to be incorporated into and made part of the original User Agreement (the "Agreement") executed between the Parties on [Date of Original Agreement].

#### **1. Purpose of Addendum**

The purpose of this Addendum is to modify the original Agreement by voiding and rendering **Section 6** of the Agreement null and void.

#### **2. Amendment to Section 6**

**As of the effective date of this Addendum, Section 6 of the Agreement shall be amended as follows:**

**Any and all disputes arising from or related to this Agreement shall now be subject to the exclusive jurisdiction of the courts located in the state of Kentucky. The reference to Michigan courts in Section 6 is hereby removed and replaced with Kentucky courts.**

#### **3. Effect on Remaining Agreement**

Except for the modification stated above, all other terms and conditions of the Agreement shall remain in full force and effect, unchanged by this Addendum.

#### **4. Acknowledgment**

The Parties acknowledge that they have read and understood this Addendum and that they agree to its terms. This Addendum is an integral part of the original Agreement and is binding upon the Parties, their successors, and assigns.

#### **5. Effective Date**

This Addendum shall become effective as of the last date of signature by the Parties.

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#### **Numeracy Consultants LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **Party B:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_