

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

KCSD ISSUE PAPER

DATE:

05/29/2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the purchase of All The Right Type curriculum for Kenton Elementary for the 26-27 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND: All The Right Type has four types of lessons that support immediate reinforcement (learn, practice, skill and test) Students will first learn the proper placement of fingers on the keyboard. From this analysis, a learning path will be created for students to practice typing words and sentences based. Students can also practice typing through games that are timed to increase their speed and accuracy of typing words and sentences. These lessons will be completed during library and STEM classes. This program will support the 21st century skill of digital literacy by helping students operate digital tools more effectively.

FISCAL/BUDGETARY IMPACT:

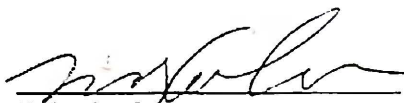
800.00 estimated to be paid from Kenton Elementary SBDM funds.

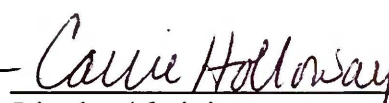
RECOMMENDATION:

Consider/Approve the purchase of All The Right Type curriculum for Kenton Elementary for the 26-27 school year.

CONTACT PERSON:

Mindy Coleman


Principal


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.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

QUOTE

#8396

July 13, 2026

Kenton Elementary School
11246 Madison Pike

Independence KY 41051
mindy.coleman@kenton.kyschools.us

Attn: Mindy Coleman,

Re: All The Right Type Online Subscription



ALL THE RIGHT TYPE

powered by



12 month option:

Licences	Product Code	Description	Price
700	0700SV	All The Right Type online subscription Quote for 1-700 licenses 12 mnts	\$800.00 USD

36 month option:

Licenses	Product Code	Description	Price
700	0700SV36	All The Right Type online subscription Quote for 1-700 licenses 36 mnts	\$2,160.00 USD

Quote Valid until Aug 31, 2026. Taxes extra.

Payment can be made by Visa, MasterCard or check/cheque. We offer net 30-day terms.

Submit orders by email to: info@ingenuityworks.com

Purchase Orders:

1. If you require a PO, please provide us with that number and we will reference it on our invoice
2. Renewing customers: Please note your school code on your purchase order

If you have any questions, please feel free to contact me. Thank you for the opportunity to quote.

Kind Regards,

Nicole Fitzpatrick
Sales Manager, Ingenuity Works
nfitzpatrick@ingenuityworks.com

Ingenuity Works

Canada: 2008 Barclay St., Unit 501, Vancouver, BC, Canada V6G 1L5

USA: 1712 Pioneer Avenue, Suite 2318, Cheyenne, WY, USA 82001

Toll Free: 1-800-665-0667

Websites: www.ingenuityworks.com / www.AllTheRightType.com / www.AllTheRightType.ca



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**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.

Ingenuity Works Inc.

Vendor Name

1712 Pioneer Avenue, Suite 2318, Cheyenne, WY, 82001, USA

Vendor Address

1-800-665-0667

Vendor Telephone

info@ingenuityworks.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Stephanie Peterson, Director of Operations

Print Name

April 27, 2026

Date



ALL THE RIGHT TYPE

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Ingenuity
ANALYTICS • PEOPLE • INTELLIGENCE

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You provide your consent for Ingenuity Works Inc. and/or Ingenuity Works to communicate with you and other related district/school persons via email, phone or mail to keep apprised of any updates.

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TERM. The license granted under this Agreement is effective until terminated. It will terminate if you fail to comply with any term or condition of this Agreement.

DISPUTE RESOLUTION: PLEASE READ THIS SECTION CAREFULLY. YOU WILL HAVE TO RESOLVE ANY DISPUTE THROUGH ARBITRATION AND NOT THROUGH A COURT PROCEEDING.

Unless prohibited by law, all disputes arising out of, or in connection with these Terms and Conditions will be commenced, referred to, and resolved by arbitration, except that You may assert a claim on an individual basis in small claims court. If any part of this arbitration agreement is deemed invalid or unenforceable, the other parts will remain in force. You and Ingenuity Works Inc. and/or Ingenuity Works Canada Inc. acknowledge and agree that they waive any constitutional and statutory rights to a trial by jury and to seek relief in a court of law.

The arbitration shall be conducted in English before a single arbitrator. For users located in the United States or any country other than Canada, the arbitration shall take place in the State of Wyoming, USA, except for schools, school districts, and educational boards located in the State of Kentucky, for which the arbitration shall take place in the State of Kentucky, USA. For users located in Canada, the arbitration shall take place in the Province of British Columbia, Canada. **The arbitration may be held remotely, and costs will be borne by each party.**

However, You and Ingenuity Works agree to resolve any and all disputes in the least onerous manner. Therefore, You and Ingenuity Works agree to negotiate, informally and in good faith, a resolution to the dispute before commencing arbitration. The claimant party will give notice to the other party of the initiation of the informal resolution process. You and Ingenuity Works will participate in a video conference

within 45 days from the receipt of notice, unless extended by agreement of the parties. Any applicable limitation period will be temporarily suspended during this negotiation period.

You may opt out of this arbitration agreement by notifying Ingenuity Works in writing within 30 days from the effective date of this arbitration agreement. Your notice will include your name, the email account associated with your Ingenuity Works account, and a clear statement that You are opting out of this arbitration agreement. If You opt out, all other parts of this Agreement will continue to apply.

If the entire arbitration agreement is deemed invalid or unenforceable with respect to a particular claim or dispute, the parties agree that such claim or dispute shall be submitted to the exclusive jurisdiction of: (a) the courts of the State of Wyoming, USA, for users located in the United States or any country other than Canada, except for schools, school districts, and educational boards located in the State of Kentucky, for which such claim or dispute shall be submitted to the exclusive jurisdiction of the courts of the State of Kentucky, USA; and (b) the courts of the Province of British Columbia, Canada, for users located in Canada.

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