



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

## Issue Paper

**DATE:**

10/18/24

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the purchase of one license for a one-year subscription to Seven Currents LLC d/b/a Decodable Reads to support our interventionist teacher.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND**

Decodable Reads is an innovative educational tool that creates fully customizable decodable stories for learning readers. It aligns with the Science of Reading by providing an engaging way for students to build reading fluency through personalized, decodable texts that target specific phonics skills.

**FISCAL/BUDGETARY IMPACT:**

\$80 (Title 1)

**RECOMMENDATION:**

Approve the purchase of one license for a one-year subscription to Seven Currents LLC d/b/a Decodable Reads to support our interventionist teacher.

**CONTACT PERSON:**

Dan Schacherer

  
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.*

## **Decodable Reads - Service Quote**

**Date: October 17, 2024**

<b>Item</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
<b>Decodable Reads Annual Subscription</b>	<b>1</b>	<b>\$80.00</b>	<b>\$80.00</b>
		<b>Total</b>	<b>\$80.00</b>

### **Subscription Details:**

- **Duration: 1 year**
- **Start Date: To be determined (based on purchase date in November)**
- **End Date: 1 year from start date**

**This quote is valid for the purchase of one (1) yearly subscription to Decodable Reads.**

**Paul Heinemann**

**Seven Currents LLC d/b/a Decodable Reads**

**(301) 938-6826**

**support@decodablereads.com**



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.

Seven Currents LLC, d/b/a Decodable Reads

Vendor Name

616 E New York St. Indianapolis, IN 46202

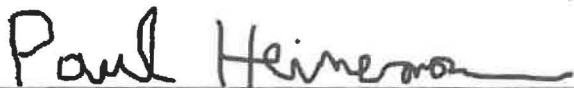
Vendor Address

(301) 938-6826

Vendor Telephone

support@decodablereads.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Paul Heinemann

Print Name

10/17/24

Date

## **Addendum to Decodable Reads Terms and Conditions**

This Addendum modifies and supplements the existing Terms and Conditions for Decodable Reads, a service provided by Seven Currents LLC. In the event of any conflict between this Addendum and the original Terms and Conditions, the provisions of this Addendum shall prevail.

### **1. Opt-Out Clause**

Both parties (the User and Seven Currents LLC) reserve the right to opt out of this agreement at any time with written notice. Upon opting out:

- a) The User's access to the Decodable Reads service will be terminated within 30 days of the opt-out notice.
- b) Seven Currents LLC will provide a pro-rata refund for any unused portion of a paid subscription.
- c) Any Generated Content already downloaded by the User may continue to be used in accordance with the original Terms and Conditions.

### **2. Late Fees**

Notwithstanding any provision in the original Terms and Conditions, Seven Currents LLC shall not charge any late fees for delayed payments related to the Decodable Reads service.

### **3. Governing Law and Jurisdiction**

This agreement and any disputes arising out of or related to it shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law provisions. The parties agree that any legal action, suit, or proceeding arising out of or relating to this agreement shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Kentucky, in each case located in Kenton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding.

### **4. Arbitration**

Any dispute, controversy, or claim arising out of or relating to this agreement, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in Kenton County, Kentucky, in accordance with the Kentucky Uniform Arbitration Act.

### **5. No Automatic Renewals**

Notwithstanding any provision in the original Terms and Conditions, subscriptions to the Decodable Reads service shall not automatically renew. Users must actively choose to renew their subscription at the end of each subscription period by contacting Decodable Reads.

#### 6. Subscription Period

The subscription period for the Decodable Stories service shall be for one (1) year, commencing from the date of purchase in November.

#### 7. Acceptance

By using the Decodable Reads service after the effective date of this Addendum, you acknowledge that you have read, understood, and agree to be bound by both the original Terms and Conditions and this Addendum.

#### 8. Contact Information

If you have any questions about this Addendum or the Terms and Conditions, please contact us at [support@decodablereads.com](mailto:support@decodablereads.com).

Effective Date: 10/17/2024

Seven Currents LLC, d/b/a Decodable Reads

By: Paul Heinemann  
Name: Paul Heinemann

User Acknowledgement:

By: \_\_\_\_\_

Name:

Organization:

# Terms and Conditions for Decodable Reads

Last Updated: July 16, 2024

## Introduction

Welcome to Decodable Reads, a service provided by Seven Currents LLC. By using our website, [decodablereads.com](https://decodablereads.com), you agree to comply with and be bound by the following terms and services. Please review them carefully.

## Use of Services

Decodable Reads, owned and operated by Seven Currents LLC, creates custom decodable reading materials for students. The text generated by Decodable Reads is intended for personal or in-classroom use only and is not to be resold.

## Data Collection

We collect user data, including name, email, and payment information, as well as non-personal data such as web cookies. For more information, please review our Privacy Policy.

## Governing Law

These terms and services are governed by the laws of the United States of America.

## Updates to Terms

Any updates to these terms and services will be communicated to users via email.

## Ownership and User Rights:

a) The Application: All features, functionality, and underlying technology of the Application, including but not limited to its software, algorithms, user interface, and design elements, are the exclusive property of Seven Currents LLC (doing business as Decodable Reads) or its licensors.

b) Generated Content: Stories and other content generated by the



Application (Generated Content) are provided for your personal use. You will not have the right to edit, download, and use the Generated Content as permitted by these terms.

**Permitted Uses:** You may: a) Edit and customize Generated Content using the Application's built-in features. b) Download Generated Content in PDF format or other formats provided by the Application. c) Use Generated Content for personal, educational, or non-commercial purposes.

**Prohibited Uses:** You agree not to: a) Copy, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any part of the Application itself, except for Generated Content as permitted above. b) Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Application or any part thereof. c) Use any robot, spider, or other automatic device, process, or means to access the Application for any purpose, including monitoring or copying any material on the Application beyond the Generated Content. d) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer, or database connected to the Application. e) Use Generated Content for commercial purposes without explicit written permission from Decodable Reads.

**Feedback:** If you provide any feedback, comments, or suggestions about the Application ("Feedback"), you hereby grant Seven Currents LLC an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Application and create other products and services.

**Termination:** We reserve the right to terminate or suspend your access to all or part of the Application, without notice, for any conduct that we, in our sole discretion, believe violates these Terms of Service or is harmful to other users of the Application, us, or third parties, or for any other reason.

**Acceptance of Terms:** a) By accessing or using Decodable Reads, a service of Seven Currents LLC, you agree to be bound by these Terms of Service. "Using the Application" includes, but is not limited to: Creating an account Logging into the Application Generating content through the Application Editing or downloading content produced by the Application Interacting with any features or functionality of the Application b) If you do not agree to these Terms of Service, you must not access or use the

Application, we recommend that you read these Terms of Service carefully before using the Application. By clicking "I Agree" during the account creation process, or by using the Application in any way after being presented with these terms, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

**Changes to Terms:** We may revise these Terms of Service from time to time. The most current version will always be posted on this page. If a revision, in our sole discretion, is material, we will notify you via email to the address associated with your account or through the Application. By continuing to access or use the Application after revisions become effective, you agree to be bound by the revised Terms of Service. If you do not agree to the new terms, you must stop using the Application.

By accepting these terms, you acknowledge that you have read, understood, and agree to be bound by all of the above provisions.

#### Contact Information

If you have any questions about these terms and services, please contact us at [support@decodablereads.com](mailto:support@decodablereads.com).

Thank you for using Decodable Reads, a service of Seven Currents LLC.