



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

Issue Paper

DATE:

04/23/2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve The sales contract with Grace Notes LLC for the Sight Reading Factory program for Simon Kenton High School for the 2025-2026 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

The Sight Reading Factory is a web based program that is utilized in our fine arts department to provide web based music for our students to play from. .

FISCAL/BUDGETARY IMPACT:

\$45.00 / Instructional (0901118-0650-7000)

RECOMMENDATION:

Approval to The sales contract with Grace Notes LLC for the Sight Reading Factory program for Simon Kenton High School for the 2025-2026 school year.

CONTACT PERSON:

Jeffrey Bonlander, Buddy Tyree, Craig Reinhart


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.



Sales Quotation

GraceNotes LLC

1321 Upland Drive
Suite 12621
Houston, Texas 77043
tel: 888-433-7722
orders@sightreadingfactory.com
www.sightreadingfactory.com

Prepared for:

Simon Kenton High School
Attn: Jeffrey Bonlander
11132 Madison Pike
11132 Madison Pike
Independence, Kentucky 41051 USA

Thank you for your inquiry dated: 4/23/2025.
We are pleased to quote you the following:

Subscriptions

Type	Unit Price	Quantity	Total
Educator	\$45.00	1	\$45.00
Students*		0	\$0.00
Number of Years		1	
Total			\$45.00

Promo code			
Discount**			-\$0.00
Total			\$45.00

Multiple Year Discount***	0%		-\$0.00
Grand Total (U.S. Dollars)			\$45.00

* For 100 or more students the price is \$3.00 per student. For less than 100 students you can enter a quantity in the box above to find out the pricing per student. **Your account currently has a credit for 0 student subscriptions.**

** The discount is the greater of the bulk purchase discount and the promo code discount. The bulk discount is 10% for greater than \$500.00/year, 15% for greater than \$1000.00/year, and 20% for greater than \$1500.00/year.

*** 2 to 4 years has a 5% discount, 5 or more years has a 10% discount.

**Addendum to
the Sight Reading Factory Terms of Service between
the Kenton County Board of Education and Grace Notes LLC.**

WHEREAS, the Kenton County Board of Education ("KCBOE"), and Grace Notes LLC. ("Sight Reading Factory") are parties to a Service Agreement composed of Sight Reading Factory's Terms of Service.. The KCBOE and Grace Notes LLC may be individually referred to as the "Party" or collectively referred to as the "Parties."

WHEREAS, the Parties agree to modify the terms contained in the Terms of Service, pursuant to the terms and conditions of this Addendum.

WHEREAS, all additions made herein shall be valid as if part of the Sight Reading Factory's Terms of Service.

NOW, THEREFORE, the addition is as follows:

Dispute Resolution

We prefer to resolve things amicably when possible; therefore, you agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of the Application. Start by notifying us of your dispute by sending a notice to the contact email address listed above.

1. **Informal Negotiations:** Parties to a dispute concerning the Terms, the Privacy Policy, or the use of the Services will attempt to informally negotiate a potential settlement or resolution to the dispute;
2. **Arbitration:** In the event that informal negotiations are unsuccessful, the parties agree to follow the arbitration procedures set forth by the American Arbitration Association (AAA) to resolve the dispute.
3. **Binding Arbitration:** If for any reason arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the Commonwealth of Kentucky. Each of us is responsible for paying our own filing, administrative and arbitrator fees. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. To the extent any dispute arising from or relating to the subject matter of this Agreement is permitted to be brought in a court of law, such claim shall be subject to the exclusive jurisdiction of the state and federal courts located in Kenton County, Kentucky, and for all purposes of this Agreement, you and Gimkit consent to the exclusive jurisdiction and venue of such courts.

Kenton County Board of Education:

Signed: _____

Name: _____

Title: _____

Date: _____

Grace Notes, LLC.:

Signed: NED'Alema

Name: Nancy D'Alema

Title: Accounts Manager

Date: 10/20/2022

Privacy Policy Sight Reading Factory (the “Service,” or “SRF”) is a product of GraceNotes, LLC (“GraceNotes,” “we,” or “us”), a Virginia limited liability company. This Privacy Policy (“Policy”) governs the use of all user accounts, as well as all activity on, in, or related to the Service, the SRF web site, and interactions with us. GraceNotes considers its users’ privacy a priority. GraceNotes will not sell, trade, or assign any customer information to third parties. If GraceNotes shares any such information with a third party, it will be in accordance with the terms of this privacy policy and for the limited purposes that we discuss below. If you have any questions, concerns or comments regarding this privacy policy, you may contact us at the email and address posted at the end of this policy statement. We are committed to addressing your privacy or security questions or concerns. For purposes of this Privacy Policy and GraceNotes’ Terms of Service, the phrase “user account” refers to a Sight Reading Factory® account created by an individual or family for personal or family use. It can also refer to an account created at the prompting of an educational institution or district that has purchased Sight Reading Factory® accounts for its student users.

Information Collected by GraceNotes You must create an account on our website in order to use Sight Reading Factory®’s online services. You may be part of a school system that is providing access to Sight Reading Factory® as a benefit to its students and has provided a registration code. Or you may wish to use Sight Reading Factory® independently as part of your private music practice. Both scenarios are described below. If your school system has contracted with GraceNotes to use its services, a teacher or authorized school official must first register on the Sight Reading Factory®’s website so that student accounts can be linked to the school’s account. The school official is asked to enter the following information during registration: first name, last name, and email. In order to process payment for the school system, either credit card or Paypal account information is collected. Payment information is not stored by GraceNotes. Students age 12 and under who are creating a school account are asked to enter the following information during registration: first name, last initial, and username. Users under 12 are prohibited from using an email address as their username (the “@” character is disallowed). By default, students above the age of 12 must use an email as their username, and are allowed to provide a full last name. Sight Reading Factory allows administrators to opt-in to prohibiting use of email and last name for all students of any age. If the administrator chooses to prohibit this information, then students age 13 and older are asked to enter first name, last initial, and username. If the administrator chooses to allow this information, then students age 13 and older are asked to enter first name, last name, and email. Email address is used by us only for automating Forgot Password functionality, and is not shared with third parties. Those signing up on behalf of Independent Sight Reading Factory® users age 12 and under are asked to enter the following information during registration: first name, last initial, and a parent’s email address which will be the username. Students age 13 and older who are creating an individual account are asked to enter the following information during registration: first name, last name, and email. Payment information, via credit card or Paypal, is also requested from both groups. Payment information is not stored by GraceNotes. As users participate in the Sight Reading Factory® online program, GraceNotes collects information about usage, history, session data, and preferences selected on the user’s dashboard. Details associated with each practice composition, including the instrument selected and level of difficulty, are collected. Where user accounts are linked to a school system or private instructor, practice compositions assigned, including audio recordings, and teacher feedback are saved.

Exceptions From Information Collection If students access Sight Reading Factory® through a learning management system (“LMS,” for example Canvas or Blackboard), or a single sign-on (“SSO,” for example Auth0 or OneLogin), GraceNotes will not collect any personally identifiable information about them. Information collected directly from users GraceNotes

also collects information directly from users as they interact with the site. This student-generated data includes but is not limited to a user's choice of instrument, level and time signature, time spent playing a composition, selections made to customize a given assignment, and audio recordings of practice sessions. We may use student-generated and teacher-generated data to analyze student-generated data and provide the student and his or her teacher with periodic progress reports on performance, and to improve GraceNotes' offerings. If we ever need to collect information that is not generated from usage, GraceNotes will seek authorization of a parent, guardian, or school official prior to collecting such additional information from the user. In addition, we may aggregate your student's generated data with the generated data of other students for business related purposes. Aggregate information will be anonymous and will not allow individual users to be identified. How GraceNotes will use the information collected from you GraceNotes does not collect, maintain, use, or share student personal information beyond that needed for educational purposes, as authorized by parents and students. By 'educational purposes,' we mean services or functions that customarily take place at the direction of schools and teachers, that aid directly in instruction and practice of music education

Email Address: For some users over the age of 12 and school administration officials, email address will serve as login username. If email address is collected, it may be used to send a confirmation email upon registration and it may be used as an additional means of communicating about our services, including notifications of updates to the web site or its related policies. However, if a user signs up with a school system voucher, that user will not be added to the mailing list and email address provided will only be used for password reset. For users under the age of 12, an identifier set up at registration will serve as login username in lieu of email, and parental email provided for consent will only be used for password reset.

Student's Name: Student's name will be used to customize areas of the website, as well as to personalize the reports and updates to teachers or school administrators concerning student progress. Users 12 and under will only be asked for first name and last initial, whereas students 13 and older will be asked for first and last name.

Credit Card or PayPal Information: In order to collect payment for services provided, Stripe and PayPal services are offered. No payment data is stored in GraceNotes' database.

Participation Data: Participation history will be collected by GraceNotes for customer care, business development, and other operational purposes, including improvements to our services; however, such information will not be disclosed to third parties or used for advertising directly to student users.

Secondary Uses: Registration Information and other information may be used for ad-hoc data analysis and internal reporting on site usage. In all cases, the information will only be used to further our educational purposes, either internally by GraceNotes or shown to the user to whose account it pertains. Such information be aggregated as anonymous statistical information. GraceNotes will not sell, trade, or assign any personal information to third parties outside nor directly target any type of communication to a student.

Reviewing and changing your information You may review and modify your account information at any time by using your password to access the site. An export of your account data can be provided upon request by writing to the address or email below. We provide this access to student personal information to parents and students for review and correction, either by direct request from student users, parents, or through a school or teacher. Please allow 5 business days for completion of your request.

Deleting your account, retention of data A user who initially opens an account related to a school system can continue to maintain their user account after graduating from or leaving that school system. A user simply needs to pay the fee associated with maintaining the account when it is due in order to keep the account active. The account can persist in an inactive state if the user does not pay the maintenance fee. However, if at any time, a user decides they actively want to remove his or her

account from GraceNote's user database, he or she can initiate a deletion request by writing to the address or email below. Please allow 5 business days for completion of your request. Where we do not receive a specific request for removal of account-related data from our database, GraceNotes' standard information retention practice and the limits of its obligation to retain data on inactive accounts is limited to two years.

Consent For students who have received a school code from their school system in order to create an account, the school system has contracted with GraceNotes to collect the limited personal information described above from students for the use and benefit of the school and for no other commercial purpose. Based on this, GraceNotes provides the school system with full notice of its collection, use, and disclosure practices and presumes that the school's authorization for collection of students' personal information is based upon the school having obtained parental consent. Users under the age 18 who are creating accounts independently outside of a school system must have parental consent. Parents are not contacted directly.

Password Protection You will be asked to select a password to access GraceNotes services. Your password should be kept confidential. Your password will allow you to review and change the information we collect about you, or if you're a teacher or school administrator, it will allow you to review information about your students.

Protecting your information No data transmissions over the internet can be guaranteed to be 100% secure, and, therefore, GraceNotes cannot completely ensure or warrant the security of any information you transmit to us. As a third-party contractor to educational institutions, GraceNotes has adopted and will continue to align its practices with the National Institutes of Standards and Technology's Cybersecurity Framework ("NIST CSF"), as well as federal and state laws including laws referenced in this policy, and New York State Education Law § 2-d and its implementing regulations. Internal access to education records is limited to those GraceNotes employees or subcontractors who require it to provide the contracted services. We will: maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII, use encryption technology to protect data while in motion or in our custody from unauthorized disclosure, using controls as specified by the Secretary of HHS in guidance issued under Public Law 111-5, § 13402(h)(2). More specifically, we have taken the following measures to protect the data from loss, misuse or alteration of information under our control.

Data in transit: All browser/server communications utilize HTTPS/TLS 1.1 protocol currently. Browser/server communication protocols are reviewed and updated on a quarterly basis.

Data at rest: Passwords are stored using a hashing algorithm (bcrypt) specifically designed for this purpose. Passwords are never stored or transmitted in an unencrypted format such that even Gracenotes does not have the ability to un-encrypt them. Production environment access is limited to two site owners and is protected with two-factor authentication. Automatic snapshot backups of the production database are retained for 7 days. Redundant full DDL backups are retained for 1 day. Industry best practices are leveraged when coding the site and emphasis is placed on preventing attacks such as SQL injection. If a data breach occurs that results in an unauthorized release of user data, Gracenotes is responsible for notifying the school district or, if not associated with a school district, the independent user within 72 hours from the time the data breach occurred. If the account is connected to a school district, the notification must be written and include what happened, when the breach occurred, when the breach was identified, a complete accounting of the data that was breached, the number of students or employees impacted, which students or employees were impacted, and steps taken to mitigate continued breach of data. If the account is not connected to a school district, Gracenotes will use the parent's email address of users under 12 and the student's email address for users over 12 to send notification of the data breach. Please note that the Sight Reading Factory® website is hosted in the United States. If you are visiting

from the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your personal data to the United States, which does not have the same data protection laws as the EU or other regions. By providing your personal data you consent to the use of your personal data for the uses identified above in accordance with this Privacy Policy and the transfer of your personal data to the United States as indicated above. Your information and third parties GraceNotes will not sell, trade, or assign any personal information that it collects to third parties. GraceNotes uses Google Analytics to track usage data. Geolocation is used at signup to estimate the user's timezone for end user reporting and formatting only. All data is aggregated and reported in the form of anonymous group statistics and in a manner that makes individual student users unidentifiable. GraceNotes' use of Google AdWords is completely separate from the website and no re-marketing to site visitors is done. GraceNotes uses third party vendors and hosting partners to provide the necessary hardware and other technical contributions required to run SRF. Although we own the code, databases, and all rights to SRF and the Service, you retain all rights to your own data. Except as provided in this Privacy Policy, GraceNotes will not disclose the information that it obtains from you to third parties without your express written permission, or where we believe, in good faith, that the law requires us to disclose the information. GraceNotes reserves the right to disclose personally identifiable information under certain circumstances, such as to comply with subpoenas, or when actions of any user are believed or alleged to violate the Terms of Service. As deemed necessary, in our judgment, we will share information in order to investigate illegal activities at any stage and in any capacity, such as suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, or as otherwise dictated by law. Notwithstanding anything to the contrary, as GraceNotes continues to develop its business, it might sell some or all of its assets. In such transactions, customer information is generally one of the transferred business assets. An acquiring company would be required to protect all information that GraceNotes collects from users in accordance with the terms of this Privacy Policy. Unsolicited third-party promotional emails GraceNotes will not send unsolicited third-party promotional emails. Use of cookies As a standard practice, GraceNotes uses "cookies". A cookie is a small amount of data sent to your browser from our web server and stored on your computer, then sent back to the server by your browser each time you access our website. Cookies are used solely for the operations of our website and services, specifically to implement "remember me" functionality for login and to remember user settings on the "dashboard", i.e. preferences on sorting and displaying practice data. We do not use cookies to collect any personal information, nor do we use them for behavioral advertising, to build a student profile unrelated to the use of the Sight Reading Factory® website, or for any other reason. Cookies are required for the functioning of SRF. We use cookies to record session information as our users use the application, but we never use permanent cookies. Cookies cannot be used to gather personal information from your computer. Sight Reading Factory® Mobile App GraceNotes offers users the option of practicing via the mobile app in addition to the website. The mobile app is simply a front-end interface that connects to the same service behind the website and collects less user information than the website. All privacy policies explained here apply to the mobile app as well. Children's Online Privacy Protection Act For our individual users or parents or legal guardians of a student, Congress has enacted a law called the Children's Online Privacy Protection Act of 1998 (COPPA) that is designed to protect children's privacy during use of the Internet. GraceNotes has implemented practices consistent with the guidelines provided by the Federal Trade Commission to date. GraceNotes will never knowingly request, obtain, use or disclose personally identifiable information or private content from anyone under the age of 13 without parental consent. Users who

are seeking an account independently from a school system, will be asked to confirm that they have parental consent before starting registration. If this question is answered affirmatively, we may receive personal information from children under the age of 13 in order to provide our services to them. GraceNotes does not share children's personally identifiable information with third parties. If you are a parent or legal guardian of a user under 13 you may, at any time, revoke your consent to allow your student to use GraceNotes' website, refuse to allow GraceNotes to further use or collect your student's personal information, or direct GraceNotes to delete all identifiable information regarding your student that you have provided. To do so, please contact our Privacy Officer at the contact information below. For administrative officials of our School Customers, to the extent that GraceNotes collects, uses, or discloses personal information from children under the age of 13, it is done in strict accordance with this Privacy Policy and for the sole purpose of providing services to the School Customer and student user. If you would like more information about COPPA, please go to <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacyprotection-rule>. The Children's Internet Protection Act The Children's Internet Protection Act (CIPA) is a federal law enacted by Congress in December 2000 to address concerns about access to offensive content over the Internet on school and library computers. CIPA imposes certain types of requirements on any school or library that receives funding support for Internet access or internal connections from the "E-rate" program — a program that makes certain technology more affordable for eligible schools and libraries. GraceNotes does not provide links to external resources or chat rooms and our site does not contain any offensive or inappropriate material. If you would like more information about CIPA, please go to <http://www.fcc.gov/cgb/consumerfacts/cipa.html>. The Family Educational Rights and Privacy Act Relevant for our users associated with a school system, the Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. GraceNotes helps our school district administrators be compliant with FERPA. Specifically: Any sensitive online information is transmitted over secure channels All student data is stored in ways such that it is not publicly accessible Security audits are performed to ensure data integrity GraceNotes does not share information with any third parties that could be used to personally identify students. If a school requests that student data be sent to a third party, with parental consent, GraceNotes will send the data to the school and never directly to the third party. If you would like more information about FERPA, please go to <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>. The Student Online Personal Information Protection Act The Student Online Personal Information Protection Act (SOPIA) imposes rigorous rules on operators of websites or providers of internet services or mobile applications where the services are used primarily for "K-12 school purposes" and were designed and marketed for K-12 school purposes. Among other things, it prohibits the use of student data for targeted advertising on the website, service or app and the sale of student data. Operators of educational online services must also implement and maintain reasonable security procedures and practices, as well as protect that student data from unauthorized access, destruction, use, modification, or disclosure. GraceNotes will not sell, trade, or assign any customer information to third parties. Targeted advertising is not done currently and is not planned for the future. GraceNotes has taken several precautions as described above in section 8 to protect user data from loss, misuse or alteration of information under our control. If you would like more information about SOPIA, please go to

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB1177 A Word About the CCPA We sometimes get questions about the California Consumer Privacy Act (effective starting in 2020). That law does not apply to SRF. We do not sell anyone's personal information. We do not therefore derive any revenue from selling consumers' personal information. We do not buy or sell personal information related to more than 50,000 consumers, households, or devices. We do not have gross annual revenues in excess of \$25 million. As always, if you have any questions or concerns about how we collect and handle information, please contact us at support@sightreadingfactory.com”

Amendments GraceNotes may amend this Privacy Policy from time to time. If updates are made, we will immediately advise users of this and obtain their consent. The application will redirect users to a page displaying the privacy policy, and not let them proceed without accepting the policy. Please review all revisions to the Privacy Policy. Your continued use of our website after the date that GraceNotes posts a notification of the update to our website will be deemed to be your agreement to the changed terms.

Contact Us If you have any questions about your privacy or the security measures we have implemented, please contact our Privacy Officer at: GraceNotes, LLC 1321 Upland Drive Suite 12621 Houston, Texas 77043 Email: support@sightreadingfactory.com Phone (U.S. and Canada): 888-433-7722



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

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.

GraceNotes, LLC.
Vendor Name

1321 Upland Drive, Suite 12621
Houston, TX 77043
Vendor Address

888-433-7722
Vendor Telephone

orders@sightreadingfactory.com
Vendor Email Address

NED'Alema
Signature by Vendor's Authorized Representative

Nancy D'Alema
Print Name

10/11/2022
Date