

TO: Dr. Jesse Bacon, Superintendent

FROM: Dr. Adrienne Usher, Assistant Superintendent

DATE: June 4, 2025

RE: Beanstack Digital Reading Platform Agreement: ZooBean, Inc.

The attached agreement is for Beanstack, a digital reading platform to foster a stronger reading culture and improve reading outcomes among students. This K-12 district purchase request for Beanstack was brought to me by all of our school librarians. They observed a significant decline in student reading motivation and book engagement and want a unified, district-wide program to enhance literacy and rekindle a love for reading. Pilot programs in two schools have already shown increased student reading participation and excitement. Expectations around K-12 librarian collaboration during "Bullitt Days" and other professional learning times will be in place for cohesive implementation across all schools. This platform presents a comprehensive solution, supported by all librarians, to boost reading engagement and literacy within our district.

Beanstack is a web and mobile application designed to motivate students and the school district community to read more through reading challenges. It encourages reading by allowing students to track their progress using an ISBN scanner and live timer. The platform also incorporates gamification features like reading streaks, virtual badges, and leaderboards to build consistent reading habits and create internal motivation. Beanstack also facilitates student-to-student interaction, allowing friends to see what books each other has read and their reading stats. Below are other key features and benefits:

- Reading Integrity System: Student certification controls and logging limits.
- Lexile Insights: Data on student reading habits, including Lexile averages, for educator support.
- Book Talks with Benny: AI-powered reading integrity book talks.
- Classroom Library Connector: Enhances engagement with books and promotes collaboration.
- Seamless Rostering and SSO Integration: Easy rostering and daily syncs via Clever partnerships.
- School & Public Library "Tandem" Connection

The cost of the program for all schools is \$21,320.00 and will be paid through curriculum, instruction, and assessment funds which includes the platform and professional learning for librarians. The agreement has been reviewed by Dinsmore and Shohl, Inc. Approval is requested for the agreement between Zoobean, Inc. and Bullitt County Public Schools.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

STUDENT DATA PRIVACY AGREEMENT

School District/Local Education Agency:

Bullitt County Public Schools

AND

Provider:

Zoobean Inc

Date:

5/30/2025

This Student Data Privacy Agreement (“DPA”) is entered into by and between the Bullitt County Public Schools (hereinafter referred to as “LEA”) and Zoobean Inc (hereinafter referred to as “Provider”) on 5/30/2025 The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated 04/21/2025 (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, for the purposes of this DPA, Provider is a school district official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in Kentucky the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA and COPPA, all as may be amended from time to time. In performing these services, the Provider shall be considered a School District Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School District Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 30 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA as soon as possible in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA, as well as state and federal law.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA and PPRA.

2. **Annual Notification of Rights.** The LEA shall include a specification of criteria under FERPA for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, & PPRA.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure.** Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any student data; (2) erasing; or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

a. Passwords and Employee Access. Provider shall secure usernames, passwords, and any

other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any

identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed because of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA’s discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name:

Title: _____

Contact Information:

The designated representative for the Provider for this Agreement is:

Name: Felix Lloyd

Title: CEO

Contact Information:

3100 Clarendon Blvd #200 Arlington, VA 22201

202-321-6267

felix@zoobean.com

- b. Notification of Acceptance of General Offer of Privacy Terms.** Upon execution of Exhibit "E", General Offer of Privacy Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for notice of acceptance of the General Offer of Privacy Terms is:

Name: Felix Lloyd

Title: CEO

Contact Information:

3100 Clarendon Blvd #200 Arlington, VA 22201

202-321-6267

felix@zoobean.com

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in

any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Authority. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.


10. Waiver. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Student Data Privacy Agreement as of the last day noted below.

Provider:

BY:  Date: 5/30/2025

Printed Name: Felix Lloyd Title/Position: CEO

Local Education Agency:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

EXHIBIT “A”

DESCRIPTION OF SERVICES

Beanstack is a web and mobile app designed to motivate your school district community to read more together through our reading challenges and reading fundraisers. Beyond reading challenges, students are motivated to read by tracking their reading using our ISBN scanner and live timer that can be used during any independent reading session. We firmly believe that reading stamina is a cornerstone of a student's reading ability, so students can track their reading streaks within Beanstack. We also believe that students can learn best in facilitated student-to-student interactions; within Beanstack, students have the option to add each other as friends in order to see what books they have read and their stats. All school and district staff will have the opportunity to easily find the data they need (time logged, books read, badges earned, stats by grade level, most popular books read, challenge completion, etc.). All district members are encouraged to participate in Beanstack's reading challenges. Some districts even have the district staff participate in reading challenges as a form of professional development or simply positive culture building.

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	✓		Place of Birth	
	Other application technology meta data-Please specify:			Gender	✓
				Ethnicity or race	✓
				Language information (native, preferred or primary language spoken by student)	
Application Use Statistics	Meta data on user interaction with application			Other demographic information-Please specify:	
Assessment	Standardized test scores		Enrollment	Student school enrollment	✓
	Observation data			Student grade level	✓
	Other assessment data-Please specify:			Homeroom	✓
				Guidance counselor	
Attendance	Student school (daily) attendance data			Specific curriculum programs	
	Student class attendance data			Year of graduation	
				Other enrollment information-Please specify:	
Communication s	Online communications that are captured (emails, blog entries)				
			Parent/Guardian Contact Information	Address	✓
				Email	
Conduct	Conduct or behavioral data			Phone	
			Parent/Guardian ID		
Demographics	Date of Birth	✓		Parent ID number (created to link parents)	

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
	to students)			State ID number	
				Vendor/App assigned student ID number	✓
Parent/Guardian Name	First and/or Last	✓		Student app username	✓
				Student app passwords	✓
Schedule	Student scheduled courses	✓	Student Name	First and/or Last	✓
	Teacher names	✓			
Special Indicator	English language learner information		Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
	Low income status				
	Medical alerts /health data				
	Student disability information				
	Specialized education services (IEP or 504)		Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
	Living situations (homeless/foster care)				
	Other indicator information- Please specify:				
			Student Survey Responses	Student responses to surveys or questionnaires	
Student Contact Information	Address	✓	Student work	Student generated content; writing, pictures etc.	✓
	Email			Other student work data - Please specify:	
	Phone				
Student Identifiers	Local (School district) ID number	✓			

Category of Data	Elements	Check if used by your system
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

EXHIBIT “C”

DEFINITIONS

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means all of the following: (1) Any information that directly relates to a pupil that

is maintained by LEA;(2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee; and any information that meets the definition of a “pupil record” under Wis. Stat. § 118.125(1)(d). For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School District Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B) and Wis. Stat. § 118.125(2)(d), a School District Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) and Wis. Stat. § 118.125(2) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement. Student Data as specified in Exhibit “B” is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: “Student Personal Information” means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred

to as the “Subcontractor”) means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Third Party: The term “Third Party” means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

[Name or District or LEA] directs [Name of Provider] to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	 _____ Partial. The categories of data to be disposed of are as follows: _____ Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	 _____ Destruction or deletion of data. _____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	 _____ As soon as commercially practicable _____ By (Insert Date) _____ [Insert or attach special instructions]

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS Bullitt County Public Schools

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Bullitt County Public Schools and which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Provider:

BY:  _____

Date: 5/30/2025

Printed Name: Felix Lloyd

Title/Position: CEO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER
THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: _____

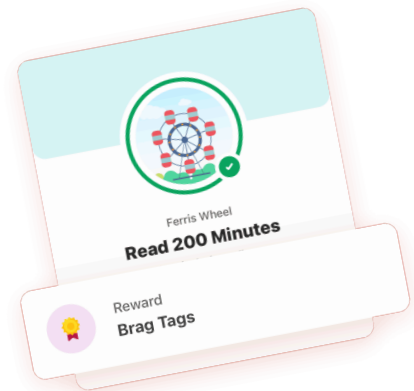
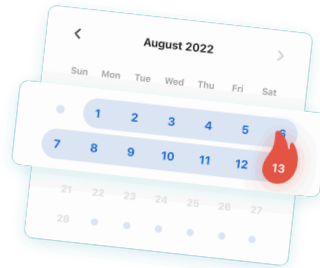
Title: _____

Email Address: _____

EXHIBIT “F”

DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]



Beanstack Proposal

Bullitt County Schools
April 21, 2025

Submitted by:
Chelsea McCoy, Associate Account Executive
616.414.1025 | chelsea@zoobean.com

Students are now reading less than ever; yet, developing an independent reading habit is one of the biggest predictors of academic success across all subject areas, from math to social studies. Too often, reading platforms can make reading feel like just another assignment—especially when they involve stressful quizzes and restrictive reading levels.

Instead of a quiz-based approach, Beanstack gamification principles and a suite of reading integrity features to foster a deep-rooted intrinsic motivation to read. Beanstack’s gamification features—from reading challenges to streaks and leaderboards—offer differentiated options that reward success for all students, from the most avid to the most reluctant readers. We work hand-in-hand with schools and school districts to improve reading outcomes and instill a lifelong love of reading in students.

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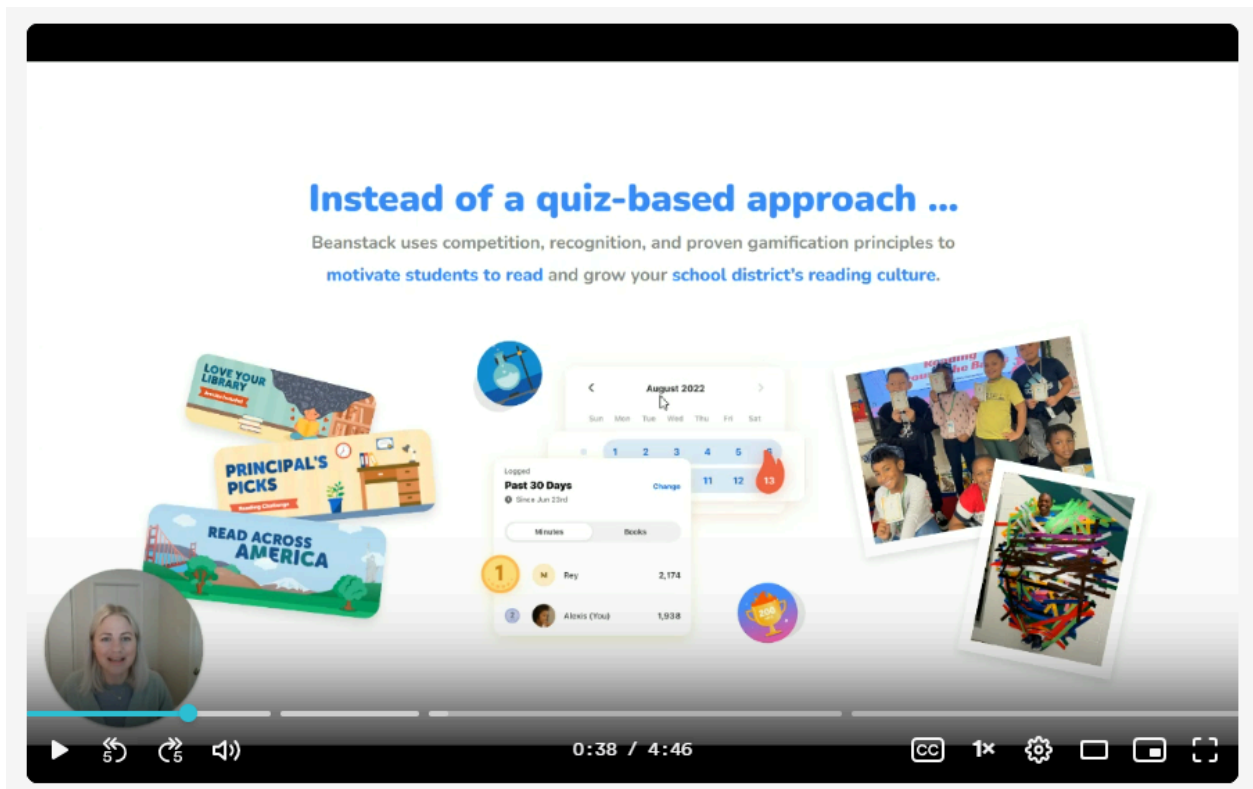
Beanstack Proposal

Bullitt County Public Schools

A. Overview Video

This video highlights Beanstack's mission and overall functionality. Please know that this does not highlight all functionalities, including our Reading Integrity System, Lexile Insights, Book Talks with Benny and Classroom Library Connector.

[Brief 5 Minute Overview of Beanstack](#)





Beanstack Proposal

Bullitt County Public Schools

B. Proposed Solution

Whether we partner to develop a district-wide reading challenge or help facilitate school-by-school initiatives, Beanstack's number one goal is to help Bullitt County Public Schools continue growing its reading culture.

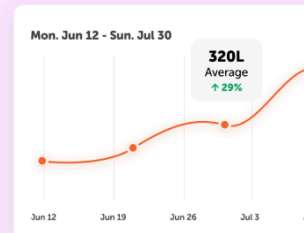
Raise reading achievement with gamification

Beanstack's gamification features drive reading stamina and improved academic outcomes. Fun virtual badges give real-time rewards and mark progress. Our reading streaks reward consecutive days of reading, creating internal motivation and building consistent habits. Readers can connect and engage in healthy competition with our friends and leaderboard features.



Unlock insights about student reading habits

Beanstack's Lexile Insights feature offers educators advanced data to track and understand students' reading habits. The admin dashboard, classes page, and student logs show Lexile averages from titles logged in the past 30 days. School leaders can use these reports to explore insights by grade, class, or teacher. This data helps boost student reading engagement by giving staff a tool to celebrate proficient readers and support unmotivated readers.



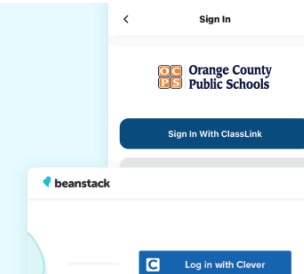
Elevate classroom libraries

Increase student engagement with classroom books, create reading list challenges, and foster collaboration between teachers and media specialists with the Classroom Library Connector. Quickly scan and upload titles within classrooms and throughout the district and create digital reading lists to get students reading more.



Seamless rostering and SSO integration

Give administrators and teachers time back to focus on student success instead of wrangling rosters and troubleshooting logins. We partner with top education platforms, like Clever and ClassLink, to ensure easy rostering integration. We keep up with all your changes to rosters, classes, student information, and teacher assignments with secure daily syncs to ensure information stays up-to-date.





Beanstack Proposal

Bullitt County Public Schools

C. Pricing and Partnership Opportunity

Below are 2 quotes highlighting 2 options.

- [Partial District Partnership - Premium](#)
- [Full District Partnership - Premium](#)



Beanstack School & District Pricing

	Essential	Plus	Premium
Beanstack Web & Mobile Application			
Gamification System <i>Includes reading challenges, virtual badges, community goals, and other proven gamification principles</i>	✓	✓	✓
Reading Integrity System <i>Includes Student Certification controls, logging limits, an automated "Take A Closer Look" system, and other proprietary tools</i>	✓	✓	✓
Lexile Insights	●	✓	✓
Book Talks with Benny <i>Up to 5,000 AI-powered, reading integrity book talks shared with your Beanstack admins</i>	●	●	✓
Classroom Library Connector Features	●	●	✓
School & Public Library "Tandem" Connection	●	●	✓
Giving Back			
Reading Culture Trailblazer Rebate <i>\$50 to \$200 per building in gift cards and special recognition</i>	✓	✓	✓
Reading Fundraiser Proceeds	75%	85%	90%



Beanstack Proposal

Bullitt County Public Schools

D. Custom Reading Challenges

Each school has full autonomy to run challenges that would suit their school community. With that said, Beanstack is also uniquely positioned to help districts run custom reading challenges. As part of this partnership, we are happy to create a custom district-themed challenge for participating schools. Here are some of our favorites!

Richland School District 1

Recently, Richland School District 1 has challenged its district community to a fun [Superintendent Sponsored Reading Challenge](#). For one month, the district had a 1.5 million goal (which they exceeded by over 4 million minutes), included community organizations to promote the fun, and even had their superintendent agree to being slimed by top students of the initiative.

Check out the [community-facing videos](#) they created to encourage their readers.



Atlanta Public Schools

Since 2018, [Atlanta Public Schools](#) has been a premier example of a district that creates a district-wide reading culture. With an annual 10 million minute goal, Atlanta Public Schools runs the Race2Read challenge with Beanstack. From this core initiative, many other branches of the reading culture grow throughout the year, including inclusive yard signs and community partnerships like UPS and the Greater Urban League of Atlanta.





Beanstack Proposal

Bullitt County Public Schools



Charleston County School District

Since 2022, Charleston County School District has challenged its district community to fun, collaborative competitions, highlighting the achievements of top students, schools, and staff members. Here are some of their highlights

- A. **25 Million Minute Goal** - CCSD is highly goal-oriented with a [25 million minute](#) district-wide goal and subsequent school-specific goals based on enrollment.
- B. **Reader Leader Trophies for Principals** - At each monthly principal's meeting, Christy James, Director of Library Media Services, announces the month's "Reader Leader Trophy" winner to the school/principal with the highest % of participation with Beanstack. This instills a reading culture that is fun, competitive, and collaborative with all members of the district.



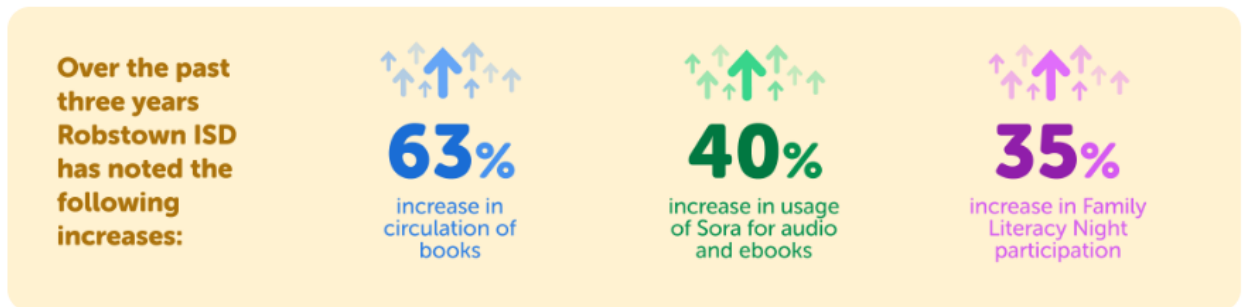


Beanstack Proposal

Bullitt County Public Schools

E. Supplemental Resources

1. [Beanstack Flyer](#) - A general "what does Beanstack do" document.
2. [Infographic - A Day in the Life with Beanstack](#) - Highlights how different persons in a school building typically leverage Beanstack throughout the school day, including families.
3. [Case Study: Robstown ISD](#) - Highlighting K-12 impact including an increase in circulation and family literacy night engagement.



4. [Case Study: Joy James Elementary](#) - Highlighting improvement of standardized testing scores in both math and reading.
5. [Customer Video](#) - Georgetown County (SC) created this video to launch their Beanstack initiative.
6. [Title 1 Alignment](#) - Beanstack is often part of Title I School's literacy initiatives. This resource highlights how Beanstack aligns with Title I funding.
7. [Fundraising](#) details in case your PTO/PTA would like to fundraise and/or support your school's reading culture!

Bullitt County Public Schools - District-Wide

Bullitt County Public Schools

1040 HIGHWAY 44 E
SHEPHERDSVILLE, Kentucky 40165
United States

Reference: 20250421-083131700

Quote created: April 21, 2025

Quote expires: October 18, 2025

Quote created by: Chelsea McCoy

Associate Account Executive

chelsea@zoobean.com

+16164141025

Comments from Chelsea McCoy

The quote represents one year of Premium-level service (web/mobile app, challenge template collection, Lexile insights, 90% of fundraisers, Book Talks with Benny chatbot, classroom library toolkit, connection to the public library, etc.) for all Bullitt County Public Schools.

As a part of this district-wide partnership we will also create two custom banners and badge sets and offer a personalized 60 minute live online training.

Signing this will confirm your pricing structure and begin the implementation process while your payment or PO is being processed.

Products & Services

Item & Description	Quantity	Unit Price	Total
School - Premium 21 new schools, 1 renewal	22	\$935.00 / year	\$20,570.00 / year for 1 year
Implementation - School One time fee - waived for Pleasant Grove and Eastside Middle	20	\$75.00	\$750.00 after 50% discount

Annual subtotal	\$20,570.00
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One-time subtotal	\$750.00
-------------------	----------

after \$750.00 discount

Total	\$21,320.00
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Purchase terms

12 month licensing agreement - July 1, 2025 - June 30, 2026.

A signature prior to July 1 will allow early access to your site.

Signature

Signature

Date

Printed name

Questions? Contact me



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Philadelphia, PA 19182
US