



# Issue Paper

**DATE:**

August 21, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract and conditions with Beanstack for Beechgrove and Kenton Elementary Schools for the 25-26 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

Beanstack uses competition, recognition, and gamification to motivate students to read and helps to grow the school's culture around independent reading. Developing independent reading habits is a big predictor of academic success across all subject areas. Beanstack offers differentiated options that reward students to motivate them regardless of their individual reading level. Beanstack will be used by all students and will be monitored to track and report on reading progress with real time data.

**FISCAL/BUDGETARY IMPACT:**

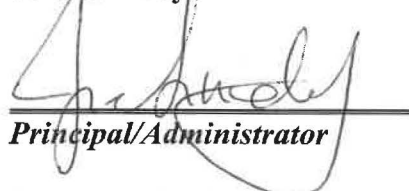
\$4,193.00 (Title I, School Instructional Funds)

**RECOMMENDATION:**

Approve the contract and conditions with Beanstack for Beechgrove and Kenton Elementary Schools for the 25-26 school year.

**CONTACT PERSON:**

Jena Smiddy

  
Principal/Administrator  
District Administrator  
Superintendent

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

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



# Beechgrove Elementary School (KY)

## Beechgrove Elementary School (KY)

1029 BRISTOW RD  
INDEPENDENCE, KY 41051  
United States

### Tammy Clines

tammy.clines@kenton.kyschools.us  
8595027750(cell)

Reference: 20250730-143606300

Quote created: July 30, 2025

Quote expires: January 26, 2026

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 Beechgrove Elementary School.

*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 Group Pricing Discount Applies	1	\$2,995.00 / year	\$2,096.50 / year after 30% discount for 1 year
Implementation - School One time fee	1	\$295.00	\$0.00 after 100% discount

Annual subtotal	\$2,096.50
	after \$898.50 discount
One-time subtotal	\$0.00
	after \$795.00 discount

<b>Total</b>	<b>\$2,096.50</b>
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**Purchase terms**

12 month licensing agreement

**Signature**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

**Questions? Contact me**



Chelsea McCoy  
Associate Account Executive  
chelsea@zoobean.com  
+16164141025

Zoobean  
PO Box 826073  
Philadelphia, PA 19182  
US

## Kenton Elementary School (KY)

Kenton Elementary School (KY)

11246 MAIRSON PIKE

INDEPENDENCE, KY 40325

502.613.8111

Lindsay Mason

502.613.8111 x1000

Reference: 20250801-1310 (2025)

Quote created August 1, 2025

Quote expires January 31, 2026

Quote created by Lindsay Mason

Account: Account 20250801

Phone: 502.613.8111

City: Madison, KY

### 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 Kenton Elementary School.

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

**& Services**

Item & Description	Quantity	Unit Price	Total
School - Premium	1	\$2,995.00 / year	\$2,096.50 / year after 30% discount for 1 year
Implementation - School One time fee	1	\$295.00	\$0.00 after 100% discount
Annual subtotal			\$2,096.50 after \$898.50 discount
One-time subtotal			\$0.00 after \$295.00 discount
Total			\$2,096.50

**Purchase terms**

12 month licensing agreement

**Signature**

Signature

Date

Printed name

Questions? Contact me



Sender

Avatar

Chelsea McCoy

Associate Account Executive

chelsea@zoobean.com

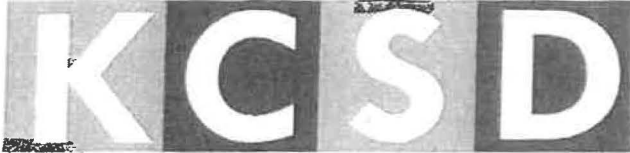
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Zoobean

PO Box 826073

Philadelphia, PA 19182

US



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 Educational 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.

Zoobean Inc

Vendor Name

3100 Clarendon Blvd #200 Arlington, VA 22201

Vendor Address

202-321-6267

Vendor Telephone

Billingteam@zoobean.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Felix Lloyd

Print Name

5/28/2025

Date

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## **16. Assignment**

Beanstack may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

## 17. Questions and Feedback

We welcome your questions, comments, and concerns about the Services. Please send us any and all feedback pertaining to the Services to [contact@beanstack.com](mailto:contact@beanstack.com).

### SOLUTIONS

Run Summer Reading  
Grow Your Reading Culture  
Engage Your Community  
Improve Reading Outcomes  
Simplify Reading Logs  
Gain Reading Data and Insights  
Raise Money  
Elevate Classroom Libraries

### FEATURES

Custom Reading Challenges  
Reading Motivation and Gamification  
Personalized Service  
Reading Fundraisers  
Reading Integrity Without Quizzes  
Easy Rostering and SSO Integration  
Original and Ebook Content  
Library and School Tandem Connection

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Our Story  
From "Shark Tank" to Now  
Team

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