



Issue Paper

DATE:

August 19, 2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions with Book Creator for Woodland Middle School for the 2025-26 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Book Creator actively supports the ongoing development of literacy by addressing the five key pillars: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension. This program and related work combine to support the school's 2025-26 Action Plan goal related to increasing literacy proficiency for grades 6-8. It also aligns to all content standards which results in integrating literacy across the curriculum. By leveraging Book Creator with our existing High-Quality Instructional Resources (HQIR), our teachers can create interactive projects that reinforce subject matter while building critical reading and writing skills. This approach ensures that literacy instruction is not a separate initiative but an essential, integrated component of every lesson.

FISCAL/BUDGETARY IMPACT:

\$2730 (School Instructional Funds -7000)

RECOMMENDATION:

Approve the contract and conditions with Book Creator for Woodland Middle School for the 2025-26 school year.

CONTACT PERSON:

Lafon Benton


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.

Pricing

We will include all PD support, implementation and set-up at no additional charge. If package is purchased across district, we will include full domain level systems integration, so that every teacher in the district has a license automatically assigned.

Item	Volume	Standard cost per unit	Total (USD)
Book Creator 1000 book premium license 12-month subscription	30	\$130	\$3,900
30% volume discount		\$91	-\$1,170
Full Professional development support, incl. bespoke Webinar training sessions. +1 In-person PD			Included at no extra cost
Total USD			\$2,730



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.

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.

Tools for Schools, Inc

Vendor Name

1321 Upland Drive, Suite 8524, Houston, TX 77043

Vendor Address

+1 832-736-7282

Vendor Telephone

sales@bookcreator.com

Vendor Email Address



Signature by Vendor's Authorized Representative

Javier de la Vega
Print Name

February 25th, 2025
Date

Terms of Service Addendum Form

This Terms of Service Addendum ("Addendum") is entered into as of 07 October 2025

Between: **Tools for Schools, Inc.,**
1321 Upland Drive, Suite 8524
Houston, TX, 77043, USA
("Tools for Schools")

And: **Kenton County Board of Education**
1055 Eaton Drive
Fort Wright, Kentucky, 41017, USA
("KCBOE")

1. Purpose

This Addendum is intended to supplement the standard Terms of Service of Tools for Schools as provided on <https://bookcreator.com/legal/terms-of-service/>. In the event of any conflict between this Addendum and the standard Terms of Service, the provisions of this Addendum shall prevail with respect to the subject matter herein.

2. Supplementary Term

2.1 Section 11.6 Which laws apply to this contract and where you may bring legal proceedings.

This section of the general Terms of Service shall be update and revised as follows:

These terms shall be governed by and construed in accordance with the laws of the State of Kentucky without regard to its conflict of law principles. Any legal action or proceeding arising out of the provision of subscription services by Tools for Schools to KCBOE shall be instituted and maintained exclusively in a state or federal court of competent jurisdiction located the State of Kentucky.

2.2 Duration and Effect: This supplementary term shall become effective as of the Effective Date of this Addendum and shall remain in force until the end of the subscription service provided to KCBOE.

3. Reference to Main Terms of Service

Both parties affirm that, except as specifically modified by this Addendum, all terms, conditions, obligations, and rights under the standard Terms of Service remain in full force and effect.

This Addendum may be executed and scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original. Please confirm your agreement as set out herein by signing where indicated below.

Tools for Schools, Inc.


Authorized Signatory

Printed Name: **Benedict Co**

Title: **Finance Director**

Date: 09/24/2025

Kenton County Board of Education

Authorized Signatory

Printed Name:

Title:

Date:



Terms of service

Overview

Terms of Service

App Privacy Policy

Children's Privacy Notice

Privacy Policy (for
US/Canada users of
bookcreator.com)

Privacy Policy (for non-
US/Canada users of
bookcreator.com)

Cookies for bookcreator.com

Cookies for
app.bookcreator.com

GDPR

Data Processing Addendum

Privacy and Security Update
(Dec 2021)

List of Open Source Licenses



1. Information about us and these terms

1.1 Who we are. We are Book Creator, which is a trading name of Tools for Schools Limited, a company registered in England and Wales. Our company registration number is 08422231 and our address is DeskLodge Beacon Tower, Colston Street, Bristol, BS1 4XE, United Kingdom.

1.2 What these terms cover. These are the terms and conditions on which we supply 'Book Creator' (which we refer to as Book Creator throughout these terms) to you.

1.3 Why you should read them. Please read these terms carefully before you use Book Creator. These terms tell you who we are, how we will provide Book Creator to you, how both you and we may change or end the contract between us, what to do if there is a problem with Book Creator and other important information. If you think that there is a mistake in these terms please contact us to discuss.

1.4 Your privacy. We only use any personal data that we collect through your use of Book Creator in the ways set out in our Privacy Policy.

Book Creator has achieved full certification from [iKeepSafe.org](https://www.KeepSafe.org) of compliance with COPPA, FERPA, California Education Code 49073.1 and SOPIPA. This is the most secure level of certification available for educational technology products.



1.5 Apple's terms. If you download Book Creator from Apple's App Store please be aware that Apple's rules, terms and policies for the App Store will also apply. If there are differences between these terms and Apple's rules, terms or policies then Apple's terms, rules or policies will apply instead of these terms.

1.6 How to contact us. You can contact us by emailing us at info@bookcreator.com or by post to our postal address, which is Tools for Schools Limited, 31 – 34 High Street, Bristol BS1 2AW, United Kingdom.

1.7 How we may contact you. If we have to contact you we will do so by writing to you at the email address you provide to us for that purpose.

1.8 "Writing" includes emails. When we use the words "writing" or "written" in these terms this includes emails.

2. Creating an account and different types of account

2.1 Book Creator can be used by anyone. Everyone is welcome to use Book Creator and create books using our app or through our website. Please make sure you read and adhere to these terms when using Book Creator.

2.2 Creating an account. Before you start using any online features of Book Creator you will need to create an account either through our website

or by using your existing Google or Office 365 account.

2.3 Specific terms for teachers or schools and students. If you are a teacher or school, or student one of the paragraphs of this clause 2 set out below will apply specifically to you.

2.4 Teachers and schools

Book Creator can be used by teachers, schools and other educational establishments as follows:

2.4.1 to create an account that can be accessed using a password to be known only to you;

2.4.2 to allow students to access the account using an access code generated by us and passed on to students by you where you have obtained consent from the parent(s) or legal guardians of those students to their child using Book Creator with you; and

2.4.4 you agree that you will protect access to your account and access to it by keeping your password and access codes secure and not known to or visible by anyone else; and

2.4.5 you agree that you will adhere to our Privacy Policy when using Book Creator.

2.5 Students

Book Creator can be used by students as follows:

2.5.1 to create an account of your own that can be accessed using a password to be known only to you;

2.5.2 to access a teacher or school account using a code passed on to you by your teacher or school. If you are under 18 your parents must have provided the teacher or school with their consent to this before you use the code; and

2.5.3 you agree that you will keep your account password (if you have one) and any access codes provided to you secure and not known to or visible by anyone else.

3. Acceptable Use Policy

3.1 Users of Book Creator must not:

3.1.1 use Book Creator in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into Book Creator;

3.1.2 infringe our intellectual property rights or those of any third party in relation to your use of Book Creator (and please see more about intellectual property rights at clause 6 below);

3.1.3 transmit or otherwise use any material that is defamatory, offensive or otherwise objectionable in relation to your use of Book Creator;

3.1.4 use Book Creator in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

3.1.5 collect or harvest any information or data from Book Creator or our systems or attempt to decipher any transmissions to or from the servers running Book Creator;

3.1.6 except in the course of permitted sharing, rent, lease, sub-license, loan, provide, or otherwise make available, Book Creator in any form, in whole or in part to any person without prior written consent from us;

3.1.7 copy Book Creator or content within it, except as part of the normal use of Book Creator and as permitted by these terms;

3.1.8 translate, merge, adapt, vary, alter or modify, Book Creator nor permit Book Creator to be combined with, or become incorporated in, any other programs, except as necessary to use Book Creator as permitted by these terms; and/or

3.1.9 disassemble, de-compile, reverse engineer or create apps based on the whole or any part of Book Creator.

4. You must be 18 to accept these terms.

4.1 All users of Book Creator should be aware that you must be 18 or older to accept these terms. If you are younger than 18 years of age you must have the consent of a parent or legal guardian to accept these terms.

5. We are not responsible for other websites you link to

5.1 If you include links to other independent websites which are not provided by us in your books created using Book Creator, please note that such independent sites are not under our control and we are not responsible for and have not checked and approved their content. You will need to make your own independent judgement about whether to use any such independent sites.

6. Intellectual property rights

6.1 Other than in respect of any content you add to Book Creator when creating books, all intellectual property rights in Book Creator throughout the world belong to us or our licensors. The rights in Book Creator are licensed to you through the duration of our contract with

you. You have no intellectual property rights in or to Book Creator other than the right to use Book Creator in accordance with these terms.

6.2 When you use your content or anyone else's content with Book Creator ("User Content") you grant us a perpetual, non-exclusive, royalty free, worldwide licence to in respect of such User Content so that we can carry out certain activities and provide Book Creator to you. These activities include (but are not limited) to:

6.2.1 displaying User Content in books you have created on Book Creator;

6.2.2 sublicensing User Content to third parties so that we can provide the full range of Book Creator services to you, such as ebook publishers, hosting service providers and other technical service providers;

6.2.3 adapting User Content if necessary to enable it to be displayed on and used within Book Creator;

6.2.4 transmitting User Content to ebook publishers and other third party service providers; and

6.2.5 making copies of User Content for technical reasons such as storing your books.

6.3 Please make sure that before you add any User Content to Book Creator that you have obtained any necessary permission and licences

from third parties to enable you to grant the rights specified at clause 6.2 to us. If you are unable to obtain such permission and licences you must not use such User Content with Book Creator.

7. Publishing books

7.1 Depending on the type of account you hold, you may publish one or more copies of books you have created using Book Creator. You can make your books available to other people by sending them a link to our website that we generate or by publishing your books using Apple's iBook Store or another platform where we make this available.

7.2 If you publish a book using Book Creator and this is accessible using a link to our website we will make your book available during the time that you have a Book Creator account. We have the right, after notifying you, to delete any books and information stored on bookcreator.com if you have not used your account for a long time. You can download books at any stage and it is your responsibility to download books if you do not want to lose that content.

7.3 If you publish a book using Apple's iBook Store or using another platform you may be able to set a price for people to buy the book. Apple's or the relevant platform's terms and conditions of use will apply to any your publication of books.

8. Our rights to make changes to Book Creator

8.1 Minor changes to Book Creator. We may change Book Creator to reflect changes in relevant laws and regulatory requirements; and/or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of Book Creator.

8.2 More significant changes to Book Creator. In addition, we may make changes to Book Creator to improve it and if we do so we will notify you first.

8.3 Updates to Book Creator. We may update or require you to update Book Creator from time to time.

9. Our rights to make changes to these terms.

9.1 We may make changes to these terms where they require updating to address changes in the law or where we introduce new features of Book Creator that require additional terms to cover such features. We will post in advance of making changes to these terms. If the changes are significant we will provide a more prominent notice within Book Creator and you can contact

us if you are unhappy with such changes and/or want to end your contract with us as a result of such changes.

10. Our responsibility for loss or damage suffered by you

10.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract with you or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before purchasing Book Creator.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to Book Creator including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of

satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

10.3 Damage to your device or digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation or other instructions provided to you.

10.4 We are not liable for business losses. We only supply Book Creator for educational, domestic and private use. If you use Book Creator for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. Other important terms

11.1 We may transfer these terms to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do

this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it.

11.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if this transfer would be mean that the person you are transferring to is in breach of these terms or otherwise illegal.

11.3 Nobody else has any rights under these terms (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

11.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you

do not have to do those things and it will not prevent us taking steps against you at a later date.

11.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English and Welsh law and you can bring legal proceedings in respect of Book Creator in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of Book Creator in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of Book Creator in either the Northern Irish or the English courts. If you live outside of England, Scotland, Wales or Northern Ireland you may bring proceedings in the English courts.