CD | It's about ALL kids

Issue Paper

DATE: October 19, 2026

AGENDA ITEM (ACTION ITEM):
Consider/Approve Fort Wright is seeking approval to accept the contract and condition with 95 Percent Group for Ft. Wright Elementary for the 26-27 school year.

APPLICABLE BOARD POLICY:
01.1-Legal Status of the Board

HISTORY/BACKGROUND:
95 Percent Group Comprehension is a reading intervention program designed for students who can decode words accurately and read fluently but struggle to understand what they read. It uses explicit instruction to help students move beyond literal understanding and develop deeper comprehension skills. The goal is to teach students how effective readers construct meaning, use comprehension strategies, and monitor their own understanding of text. Morpheme Magic, within the 95 Percent Group, is a structured literacy program that teaches students to understand words by examining their meaningful parts, including prefixes, suffixes, and Greek and Latin roots. It is designed primarily for grades 4–12 and includes systematic lessons, student practice pages, digital presentations, and assessments.

FISCAL/BUDGETARY IMPACT: $0.00

RECOMMENDATION:
Approval to Fort Wright is seeking approval to accept the contract and condition with 95 Percent Group for Ft. Wright Elementary for the 26-27 school year.

CONTACT PERSON:
Sarah Ackel, Principal

Sarah A Carrie Holloway

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.

AMENDMENT TO 95 PERCENT GROUP TERMS AND CONDITIONS

This Amendment to the 95 Percent Group Terms and Conditions (the "Amendment") is entered into as of November 3, 2026 (the "Effective Date"), by and between 95 Percent Group LLC ("95 Percent Group") and Kenton County School District ("Customer"). This Amendment modifies the terms and conditions available at https://www.95percentgroup.com/terms-of-use/, together with any other 95 Percent Group terms and conditions incorporated into the parties' agreement (collectively, the "Terms").

1. Mutual Opt-Out Right. Notwithstanding anything in the Terms to the contrary, either party may opt out of and terminate the applicable agreement for convenience by providing the other party with thirty (30) days' prior written notice. Upon the effective date of termination, Customer will pay only undisputed fees for products or services provided through that date, and neither party will owe an early-termination charge solely because it exercised this right.

2. No Late Fees. No late fee, finance charge, interest charge, penalty, or other similar charge will accrue or be imposed on any payment due under the Terms. This provision does not excuse Customer from paying undisputed amounts when due.

3. Governing Law; Venue; Section 9. Section 9 of the Terms, and any other provision addressing governing law, venue, jurisdiction, arbitration, or dispute resolution, is amended so that the Terms and all disputes arising out of or relating to them are governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-laws principles. Any court proceeding must be brought exclusively in a state or federal court with jurisdiction in Kenton County, Kentucky. To the extent the Terms require arbitration, the arbitration will take place in Kenton County, Kentucky, unless the parties agree otherwise in writing.

4. Order of Precedence; Continuing Effect. If this Amendment conflicts with the Terms, this Amendment controls. Except as expressly modified by this Amendment, the Terms remain unchanged and in full force and effect. This Amendment may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

SIGNATURE AND COUNTERSIGNATURE

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

95 PERCENT GROUP LLC

By: _____

Name: Brad Lindaas

Title: President and Chief Executive Officer

Date: Oct 22, 2026

CUSTOMER

Legal Name: _____

By: _____

Name: _____

Title: _____

Date: _____

KY - Kenton - Amendment to TC Revised

Final Audit Report 2026-10-22

Created:	2026-10-22
By:	Alexandyr Kent (akent@95percentgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjP5hBSrgf3xJVYvlynCwlhZZr2qiNRTP

"KY - Kenton - Amendment to TC Revised" History

Document created by Alexandyr Kent (akent@95percentgroup.com)
2026-10-22 - 3:50:25 PM GMT

Document emailed to Brad Lindaas (blindaas@95percentgroup.com) for signature
2026-10-22 - 3:50:29 PM GMT

Email viewed by Brad Lindaas (blindaas@95percentgroup.com)
2026-10-22 - 6:20:28 PM GMT

Document e-signed by Brad Lindaas (blindaas@95percentgroup.com)
Signature Date: 2026-10-22 - 6:20:41 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-22 - 6:20:41 PM GMT

95 Percent Group Terms of Use

Modified on Thu, 5 Dec, 2024 at 10:41 AM

95 Percent Group LLC

Terms of Use Agreement

Version 8953567.5

Effective Date: 11/01/2024

Last Updated Date: 11/01/2024

Welcome to the One95 Platform! Please read the following terms of use carefully. By clicking on your acceptance below and using this educational application, you agree to the following:

1. Authorized Use

This application is intended for use by educators who have been granted licensed access by their school district and authorized and authenticated through their district SSO provider. Unauthorized use is prohibited. This service is designed to assist teachers and students in identifying and improving early literacy phonemic awareness and phonics skill gaps so that students become proficient readers. The application offers an option for teachers to digitally score and record student reading samples to measure progress and proficiency.

2. Intellectual Property

All digital and print content, software, and materials provided through this application are the exclusive property of 95 Percent Group LLC. Users are permitted to copy reproducible forms and worksheets and otherwise may not copy, distribute, modify, or create derivative works without written permission. Without otherwise limiting 95 Percent Group's remedies, user agrees to indemnify and hold harmless 95 Percent Group for any misuse of 95 Percent Group's intellectual Property. In turn, if User receives a claim or demand that the use of 95 Percent Group's intellectual property infringes a third party's rights, 95 Percent Group will indemnify and hold harmless User so long as User allows 95 Percent Group to coordinate the defense of any such demand or claim.

3. User Responsibilities

Users must:

- Use the application in accordance with district policies and local laws.
- Maintain confidentiality of any login credentials.
- Ensure that student data is used responsibly and in compliance with privacy regulations.
- With regard to any recordings of students, at all times maintain the anonymity of such records and record no data that could be used to identify any student.
- Not maintain any list of students that would allow any recording to be matched to the student. You may record feedback on a student's performance based on an analysis or evaluation of any recording.

4. Data Privacy, Data Use, Data Retention

We comply with all applicable student data privacy laws, including COPPA and FERPA. Data will only be used as necessary to provide and improve our services. We do not collect any biometric data and it is a violation of this Agreement to use any recording used pursuant to this Agreement to create or collect biometric data.

By clicking on Accept and using this system, you grant 95 Percent Group the right to use de-identified data from your activity, including assessment data, resource and feature usage, and short, de-identified audio recordings which are collected through the normal usage of our products providing functionality for educators, parents and students, to also be used to improve our products. The recordings are analyzed to compare phonemes to a transcription database in order to provide suggestions for teachers and enhance that database. Please note that audio recordings are optional, and educators control whether this feature is used. All data collected will be used in compliance with applicable privacy laws and will solely support the delivery and enhancement of our educational tools.

See our Data Privacy Agreement for Data Use, Data Retention and Data Privacy Details for additional details.

5. Prohibited Activities

Users may not:

- Attempt to reverse-engineer or access the source code.
- Share login information with unauthorized individuals.
- Use the application in ways that violate intellectual property or privacy laws.
- Create any material that would allow the identification of an individual from a recording.
- Sublicense, resell, or similarly exploit our platform or services.
- Access the services to build a competitive product or service.

6. Limitation of Liability

a) 95 Percent Group is not responsible for any consequential, special, punitive, direct or indirect damages arising from the use or inability to use the application. This includes, but is not limited to, data loss, service interruptions, or errors.

b) Regardless of any other provision of this Agreement, in no circumstance shall 95 Percent Group be liable for more than three times the annual fee payable under this Agreement. User agrees to indemnify 95 Percent Group for any breach of this Agreement.

c) Given the many variables in the process, we do not promise any particular result with the use of our platform and services. We provide services to you on an "as is" basis without any kind of warranty. We disclaim any and all other express or implied warranties. Also, as is the case with any software as a service, we cannot warrant that the services will be uninterrupted.

7. Termination

95 Percent Group reserves the right to terminate access to the application at any time for violations of this Agreement or upon discontinuation of license by your school district.

8. Updates and Modifications

95 Percent Group may update the application and will notify you of any material modification. As to any material modification, User may terminate

on 7 days' written notice. Continued use after seven days constitutes acceptance of any modifications.

9. Dispute Resolution

This agreement is governed by the substantive laws of Delaware, and the parties agree that Delaware's choice-of-law rules will not require the application of the law of another state. This choice of law provision is severable in the event a court finds it unenforceable. THE PARTIES MUST RESOLVE ANY CAUSE OF ACTION RELATED TO THE SERVICES, OTHER THAN A DISPUTE RELATING TO 95 PERCENT GROUP'S INTELLECTUAL PROPERTY, IN FINAL AND BINDING ARBITRATION IN ILLINOIS ADMINISTERED BY JAMS UNDER ITS EXPEDITED COMMERCIAL ARBITRATION RULES OR, IF THE MATTER AT ISSUE EXCEEDS $100,000, UNDER JAMS' COMPREHENSIVE ARBITRATION RULES. ANY DISPUTE REGARDING THE APPLICABLE RULES FOR A DISPUTE SHALL BE RESOLVED BY JAMS. YOU UNDERSTAND AND AGREE THAT YOU WAIVE THE RIGHT TO ANY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, OR CLASS ARBITRATION. NOTWITHSTANDING THE DELAWARE CHOICE OF LAW, THE FEDERAL ARBITRATION ACT GOVERNS THIS SECTION OF THE AGREEMENT AND THE ENFORCEMENT OF ANY AWARD. All disputes regarding 95 Percent Group's intellectual property shall be brought in the state and federal courts serving Lake County, Illinois. The parties agree that matters falling within the scope of the arbitration clause may be severed from any litigation relating to 95 Percent Group's intellectual property rights.

In any matter regarding intellectual property, 95 Percent Group shall be entitled to reasonable attorney fees and expenses if it is the substantially prevailing party.

10. Confidentiality

Our platform, anything on or in it, and these Terms constitute our confidential information. You promise to: (a) protect our confidential information with at least reasonable care; (b) not use any confidential information for any purpose outside the scope of these Terms; and (c) except as required by law or when we tell you it is okay, limit access to confidential information to third parties.

11. Notice

Any notice required to be provided under this Agreement to 95 Percent Group may be provided to support@95percentgroup.com. Any notice required to be provided by you may be provided to the address you submitted to 95 Percent Group for billing purposes. You may change that address at any time by notice under this paragraph.

95 Percent Group LLC

95 Percent Group Privacy Policy

Modified on Thu, 12 Dec, 2024 at 11:28 AM

95 Percent Group Privacy Policy
Last Updated/Effective Date: 12/5/2024

95 Percent Group LLC ("95PG," "we," or "us") is an educational service provider for schools and other education agencies. We offer educational materials and digital services through a set of online learning platforms and digital applications. This Privacy Policy ("Policy") governs our privacy practices for the One95 Literacy Platform and any service that links to this Policy (collectively, the "One95 Literacy Platform").

If you provide us with Personal Information related to anyone other than yourself, please note that you are responsible for complying with all privacy and data protection laws prior to providing that information to 95PG (including collecting consent, if required).

"**COPPA**" means the Children's Online Privacy Protection Act, including the rules and regulations promulgated thereunder, in each case as amended.

"**Customer**" means a public or private school, school district, or any other Local Educational Authority ("LEA") that provides public education to students within a specific geographic area.

"De-Identified Information" refers to data from which all Personal Information has been removed or obscured, ensuring that the remaining information cannot reasonably identify a specific individual, even when considering other reasonably available information or through multiple data releases.

"**FERPA**" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, including the Protection of Pupil Rights Amendment, including the rules and regulations promulgated thereunder, in each case as amended.

"Our Service Provider" refers to a third party that delivers content and/or functionality for the One95 Literacy Platform or provides services such as website hosting and customer support.

"**Parent**" means a parent or legal guardian of a student.

"**Personal Information**" or "**Personally Identifiable Information**" means information that identifies a natural person, or that can be reasonably linked to such information, as defined under FERPA, COPPA, the California Student Online Personal Information Protection Act, Ch. 22.2, §§ 22584 et seq. of the California Business and Professions Code, and Section 49073.1 of the California Education Code. Where applicable, it also includes the definition of "Personal Information" under the California Consumer Privacy Act.

"**User**" means a teacher, staff member, student, or students' parent or guardian of a LEA that are granted a license to use the One95 Literacy Platform and/or other 95PG

digital applications.

2. Updates to this Policy

The Last Updated/Effective Date is displayed at the top of this Policy. Please note that we may modify or update this Policy from time to time, so please review it periodically. We may provide you with an updated Policy if material changes are made. Unless otherwise indicated, any changes to this Policy apply immediately upon posting to the websites hosting our One95 Literacy Platform.

3. The Scope of Our Policy

This Policy governs our privacy practices with respect to all Personal Information that Users submit or that we collect in connection with the use of the One95 Literacy Platform by schools, school districts, or school agencies and their Users. It applies not only to students' Personal Information but also to the Personal Information of the staff members who use the One95 Literacy Platform.

4. FERPA and COPPA Consent Compliance

FERPA permits a school to provide educational records (including those that contain students' Personal Information) to certain service providers without requiring specific parental consent. This is allowed when the service provider acts as a "school official" by performing services that would otherwise be performed by the school's own employees. To the extent a Customer makes available to us student records (as the term "records" is defined under FERPA), we comply with FERPA requirements by giving the school direct control over the use and maintenance of the student records (including associated Personal Information) and by refraining from re-disclosing or using this Personal Information except as permitted in our agreements or contracts with the Customer.

COPPA permits a school, acting in the role of "parent," to provide third parties verifiable consent to collect, use, or disclose Personal Information of students under the age of 13. We rely on Customers to ensure that they have the legal right to provide us appropriate consent in compliance with COPPA. We provide the Customers with this Policy to ensure that the school, in providing its COPPA consent, has full information and assurance that our Personal Information collection practices comply with COPPA.

In the event any consent is required by other state or federal law, the Customer is responsible for collecting the appropriate User consent required to share Customer's Users' Personal Information with us. We rely on customers to inform us immediately if the Customer suspects that any of its students' Personal Information has been submitted to 95PG without the required consent, or if consent has been revoked.

5. Management and Ownership of Personal Information

The Customer will have access to and ownership of all Personal Information of its Users that 95PG collects through the Customer's (or its Users') use of the One95 Literacy Platform. The Customer can update this information as permitted by the One95 Literacy Platform and via systems the Customer chooses to integrate with the One95 Literacy Platform.

Users should contact their schools if they have questions about their data, including third parties with whom their data may be shared, or how to receive a copy of their data. Parents of students can obtain access to and review information concerning their child that is available on the One95 Literacy Platform through their child's school. Parents can also request that their child's Personal Information be deleted, corrected, or not collected. For any requests to access, review, delete, correct, or prevent further collection of a student's Personal Information, parents should contact the school and follow the school's procedures for such requests. We cooperate with and facilitate the school's response to these access requests.

We limit access to Personal Information to only our employees and Our Service Providers who (i) have a need to know such information, (ii) use the information only for the educational purposes of operating, maintaining, and supporting the One95 Literacy Platform and delivering our services, and (iii) are based in the United States.

6. Types of Information Collected

We limit our collection of Personal Information to what is necessary for the educational purposes of the One95 Literacy Platform. Specifically, we collect the following types of information:

6.1. Customer Administrator Information: We collect identity information from a Customer Administrator when they activate the school's account. This includes the administrator's first and last name and email address.

6.2. Teacher Information: We collect registration information from a Customer Administrator when the school's subscription account is created. This includes the teacher's first and last name, email address, ID number, and the teacher's roster information.

6.3. Student Information: We collect registration information from a Customer Administrator when they activate the school's subscription account. This includes the student's first and last name, student ID numbers, student's roster information, and, in some instances, a student's date of birth. For certain features, a voice recording may also be collected for instructional purposes. We may combine information about a student with information about their school, such as its location.

6.4. Schoolwork Information: We collect observational assessment information and results of student practice.

6.5. School Administrator or Teacher Submitted Information: We collect information and content submitted by a school administrator or teacher, such as observations, grouping assignments, and notes.

6.6. Usage Information: We collect usage, viewing, analytics, and technical data, including device identifiers and IP addresses, relating to Users of the One95 Literacy Platform. This information is collected to ensure the safe and secure operation of the One95 Literacy Platform and to resolve technical issues.

If we discover that we have collected information in a manner not in compliance with the requirements of COPPA or FERPA, we will either delete the information or promptly seek requisite consents before taking further action concerning the information.

7. Cookies

95PG collects usage information through technology, such as cookies, browser analysis tools, server logs, and persistent identifiers. We use cookies, IP addresses, and other persistent identifiers to provide core functions like authenticating Users, and so that we can secure and audit the One95 Literacy Platform, such as identifying what links are clicked and what content is accessed and for how long. This information allows us to provide required functionality to our Customers and Users. 95PG does not use any of the above technology to perform any type of advertising.

The One95 Literacy Platform is hosted by Our Service Providers' sites, and in those instances the collection activities described above may be undertaken by Our Service Providers', under our direction and control and consistent with this Policy. Most information we collect using technological means is collected only in a non-identifiable way where no information that could be linked to an individual User is used, such as for website optimization and tracking website traffic patterns. If Personal Information is collected, this Policy governs how we use Personal Information.

8. Advertising

95PG does not perform advertising, targeted or otherwise, on or within the One95 Literacy Platform. Additionally, 95PG does not use any Personal Information from the One95 Literacy Platform to perform any targeted advertising.

9. How We Use Personal Information

In addition to the uses described above, and subject to any restrictions imposed by applicable laws or our agreement with our Customer, we may use and disclose the Personal Information we collect for the following purposes:

Usage and Optimization
Provide our Customers and their authorized Users with the content and features available through the One95 Literacy Platform.
Tailor and optimize the use of the One95 Literacy Platform for needs of a particular school, classroom, or student.
Support for School Administrators and Teachers
Review students' performance and progress, lessons, and support literacy instruction.
Access information shared by other teachers or administrators.
Support for Parents and Guardians
Review their children's work and monitor their performance and progress via the Customer's protocols.
Support for Students
Offer immediate feedback and continuous support.
Access information shared by their teachers, suggest other content or activities, help track their own progress, and adjust instruction to meet their needs.
Communication and Reports
Communicate with school administrators and teachers about the applicable subscription account or transactions.
Send information about the One95 Literacy Platform's content, features, and usage.

Provide various types of reports detailing the performance and progress of a particular school district, school, classroom, or student.

Maintenance and Improvement

Ensure the One95 Literacy Platform runs properly and are presented optimally. Diagnose the One95 Literacy Platform problems, troubleshoot issues, and provide maintenance and support.

Personalize the One95 Literacy Platform's content and experiences for students, teachers, and other Users of the platform.

Security and Compliance

Detect, investigate, and prevent activities that may violate our policies or be illegal.

10. How We Use De-Identified Information

10.1. We do not allow Our Service Providers to collect Personal Information through persistent identifiers on the One95 Literacy Platform for any purpose other than the internal operations, support and maintenance of the One95 Literacy Platform. Further, we do not use, or permit Our Service Providers to use, Personal Information collected through the One95 Literacy Platform for the purpose of targeted advertising.

10.2. We may use aggregate information that does not permit the identification of any individual User or Customer for analytics purposes, to understand how the One95 Literacy Platform is accessed and used, and how they perform, so that we may improve upon their design and functionality and otherwise develop and improve upon the One95 Literacy Platform, and to develop analytics studies. We may disclose the aggregated information in these studies to third parties, including to demonstrate product efficacy.

10.3. Finally, we may de-identify information in accordance with COPPA and FERPA and use this De-Identified Information in order to develop, evaluate, and provide improved educational products and services, as permitted under COPPA and FERPA.

11. We Do Not Disclose Personal Information Except In Specific Circumstances

We use Personal Information for our internal purposes only to fulfill the educational needs of the One95 Literacy Platform, with the following limited exceptions.

We may disclose Personal Information:

- In response to the lawful request of a law enforcement agency, governmental authority or other authorized public agency, including a request by a children's services agency or by the school at issue;
- To protect the security or integrity of the One95 Literacy Platform and associated applications and technology, as well as the technology of Our Service Providers;
- To the extent we believe necessary or appropriate to protect our rights, safety, or property and/or that of our affiliates, our customers, our users or others;
- To enable us to take precautions against liability, enforce legal rights, and to detect, investigate and prevent activities that violate our policies or that are illegal; If we are directed to do so by a subscribing school in connection with an

investigation related to public safety, the safety of a student, or the violation of a school policy;

- If we are directed to do so by a Customer in connection with a student or parent/guardian request, as appropriate;
- To Our Service Providers, to permit them to provide the contracted services to us in accordance with this Policy;
- In the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings), in which case the transferred information will remain subject to the terms of this Policy;
- In other cases, if we believe in good faith that disclosure is required by law.

12. Third Party Services

We require Our Service Providers to agree in writing to terms intended to protect Users' Personal Information in a manner consistent with this Policy. Upon written request, we will provide a list of Our Service Providers to our Customer. This Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third parties, including any third party operating any site or service to which the One95 Literacy Platform may link. The inclusion of a link in the One95 Literacy Platform does not imply our endorsement of the linked site or service.

13. How We Protect Personal Information

We have implemented and maintain commercially reasonable administrative, organizational, technical, and physical security controls that are designed to protect the confidentiality, integrity, and availability of Personal Information collected through the One95 Literacy Platform from unauthorized access, disclosure, use, loss or modification. Our information security controls comply with reasonable and accepted industry practice, as well as requirements under COPPA and FERPA. Unfortunately, the transmission of information via the internet is not completely secure. Despite these efforts to process Personal Information in a secure environment, we cannot guarantee the security of Personal Information during its transmission or its storage on our systems.

13.1. Data Security. Except as noted elsewhere in this Policy, we take the following steps and procedures to keep Personal Information secure:

- **Encryption of Data in Transit.** Use Transport Layer Security (TLS) version 1.2 or later for transmission of all User data; and
- **Encryption of Data at Rest.** Use industry standard file encryption for User data that is subject to protection under either COPPA, FERPA, or both. Where file encryption is not reasonably feasible, we employ other industry standard safeguards, protections, and countermeasures to protect such data, including authentication and access controls within media, applications, operating systems and equipment.
- **User Accounts.** Access to the One95 Literacy Platform is only permitted via single sign-on ("SSO") integration with our Customers' third party identity services. Since these services perform authentication of all user accounts, authentication requirements such as multifactor authentication and strong password enforcement is the responsibility of our Customers to enable via their preferred identity service.

13.2. Data Location. We use third party cloud service providers ("Cloud Service Providers") in the delivery and operation of the One95 Literacy Platform, and data (including Personal Information) is stored on the servers of our Cloud Service Providers. All of our contracts with Our Service Providers require them to implement reasonable and appropriate measures designed to secure content against accidental or unlawful loss, access, or disclosure. All Customer data is stored in data centers located in the United States.

13.3. Data Breach Response. In the event of a security breach involving Personal Information, we will take prompt steps to mitigate the breach, evaluate and respond to the intrusion, and cooperate and assist our Customer in their efforts with respect to (i) responding to the breach, including the provision of notices to data subjects; and (ii) engaging mutually agreeable auditors or examiners in connection with the security breach, subject to reasonable notice, access and confidentiality limitations.

14. Our Retention and Deletion of Personal Information

We retain Personal Information of Users of the One95 Literacy Platform for so long as reasonably necessary to: (i) to permit the User to participate with the One95 Literacy Platform, (ii) to ensure the security of our Users and our services, or (ii) as required by law or contractual commitment. After this period has expired, upon written instruction by the Customer, we will delete the Personal Information from our systems. Please understand that these deletion periods apply only to Personal Information and do not apply to De-identified Information. We retain De-Identified information in accordance with our standard practices for similar information, and do not retain or delete such information in accordance with this Policy. In addition, if requested by a Customer, we will delete from the One95 Literacy Platform the Personal Information of the Customer's Users as the Customer directs. Deleting this information will prevent the User from engaging in some or all features of the One95 Literacy Platform. Where required by applicable law, we will delete such information and provide a certification of such deletion.

15. Protections for Parents of NY Students

The New York Parents' Bill of Rights for Data Privacy and Security (the "**NY Privacy Bill of Rights**") addresses the relationship between schools and their third-party contractors in addition to the schools' relationships with parents. The only elements of the NY Privacy Bill of Rights that are incorporated herein are those provisions directed to third party contractors ("**Contractor Privacy Provisions**"). 95PG takes reasonable measures to comply with the Contractor Privacy Provisions for Customers in the State of New York.

16. Protections for California Consumers

In addition to other safeguards established under this Policy, 95PG recognizes that the California Consumer Protection Act ("CCPA") provides unique protections for Personal Information of California consumers. Under the CCPA, California consumers have the following rights:

- *Access* – The right to request access to and obtain a copy of any Personal Information we may have about you.
- *Deletion* – The right to delete your Personal Information that we have collected or obtained, subject to certain exceptions.

- *Correction* – The right to request that we correct any inaccuracies in your Personal Information, subject to certain exceptions.
- *Withdraw Consent* – The right to withdraw your consent where we are relying on your consent to process your Personal Information.
- *Lodge a Complaint* – The right to lodge a complaint with a supervisory authority or other regulatory agency if you believe we have violated any of the rights afforded to you under applicable data protection laws. We encourage you to first reach out to us, so we have an opportunity to address your concerns directly before you do so.

95PG does not sell your Personal Information or disclose it to third parties for the purposes of targeted advertising, so we do not offer a means to opt out of these disclosures. We also do not collect or process sensitive Personal Information outside of purposes permitted by law, so we do not offer the option to limit its use. We also do not profile you or other individuals in a manner that would result in legal or similarly significant effects, so we do not offer an opt out.

To exercise these rights, California consumers may contact 95PG at 1.847.499.8200 or by emailing info@95percentgroup.com.

Only you, or an authorized agent that you authorize to act on your behalf, may make a request related to your Personal Information. You may also make a request on behalf of your minor child. We must verify your identity before fulfilling your requests, and if we cannot verify your identity, we may request additional information from you. If you are an authorized agent making a request on behalf of another person, we will also need to verify your identity, which may require proof of your written authorization or evidence of a power of attorney. We endeavor to respond to requests within the time period required by applicable law. If we require more time, we will inform you of the reason and extension period in writing.

You will not be discriminated against in any way by virtue of your exercise of the rights listed in this Policy. However, should you withdraw your consent or object to processing of your Personal Information, or if you choose not to provide certain Personal Information, we may be unable to provide some, or all, of our Services to you.

We do not charge a fee to process or respond to your requests unless they are excessive or repetitive. If we determine that a request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. We may deny certain requests, or only fulfill some in part, as permitted or required by law. If you are not satisfied with the resolution of your request and you are afforded a right to appeal such decision, you will be notified of our appeal process in our response to your request.

California Shine the Light – Under California Civil Code Section 1798.83, individual customers who reside in California and who have an existing business relationship with us may request information about our disclosure of certain categories of Personal Information to third parties for the third parties' direct marketing purposes, if any. To make such a request, please contact us at info@95percentgroup.com. Please be aware that not all information sharing is covered by these California privacy rights

requirements and only information on covered sharing will be included in our response. This request may be made no more than once per calendar year.

17. Protections for IL Residents

We are committed to complying with the Illinois Student Online Personal Protection Act ("SOPPA"). We ensure that all student data collected through our services is used solely for educational purposes and is protected as described in this Policy.

Illinois residents also have specific rights under the Biometric Information Privacy Act ("BIPA") when biometric information is collected. While we do not collect, store, or transmit biometric information as defined in BIPA, for clarity we note here that we do not use any form of voice biometrics; do not create or use any type of voiceprint; and do not identify or verify the identity of individuals using biometrics.

18. Notice for European Consumers

95 Percent Group does not market, sell, or operate any services for residents of the European Economic Area.

19. Do Not Track

The One95 Literacy Platform does not change its behavior when receiving the "Do Not Track" signal from browser software.

20. Contact Us

You may contact us with questions or concerns regarding this Policy at:

Phone: 1.847.499.8200
Address: 95 Percent Group LLC
475 Half Day Road, Ste. 350
Lincolnshire, IL 60069
Attention: Privacy Statement Personnel
Email: privacy@95percentgroup.com

nton 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.

95 Percent Group LLC

Vendor Name

475 Half Day Road, Suite 350, Lincolnshire, IL 60069-2902

Vendor Address

847-499-8200

Vendor Telephone

rfp@95percentgroup.com

Vendor Email Address

Jason Scalvini (Oct 20, 2026 12:12:23 EDT)

Signature by Vendor's Authorized Representative

Jason Scalvini, Chief Technology Officer

Print Name

Oct 20, 2026

Date

DPA - KY - KCBOE Vendor Assurance

Final Audit Report 2026-10-20

Created:	2026-10-19
By:	Alexandyr Kent (akent@95percentgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-2U1OnfvLyy_6UowRqtM7TYsmEnoYsE-

"DPA - KY - KCBOE Vendor Assurance" History

Document created by Alexandyr Kent (akent@95percentgroup.com)
2026-10-19 - 9:39:45 PM GMT

Document emailed to Jason Scalvini (jscalvini@95percentgroup.com) for signature
2026-10-19 - 9:39:50 PM GMT

Email viewed by Jason Scalvini (jscalvini@95percentgroup.com)
2026-10-20 - 4:11:57 PM GMT

Document e-signed by Jason Scalvini (jscalvini@95percentgroup.com)
Signature Date: 2026-10-20 - 4:12:23 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-10-20 - 4:12:23 PM GMT