

**Do Not Pay from Quote**

*- please submit this Quote with your Purchase Order or email statement to purchase with credit card*



**Quote**

Prepared For

**Fayette County Public Schools (KY)**

Fayette County Public Schools

1126 RUSSELL CAVE RD

LEXINGTON KY 40505-3412

United States

For the Purchase of:

**CogAT Form 7 & Iowa Form E - Online Testing**

For additional information or questions, please contact:

Frank Campbell

[frank.campbell@riversideinsights.com](mailto:frank.campbell@riversideinsights.com)

The name and email above serves as an electronic signature for this quote.

RIVERSIDE INSIGHTS

Attention:

Riverside Insights  
One Pierce Place Suite 900W  
Itasca, IL 60143  
PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)

5/21/2024

QT069169

1 of 3

Please submit this form with your purchase order.

Riverside Assessments, LLC d/b/a Riverside Insights is the new name of Houghton Mifflin Harcourt's former clinical and standardized assessment business, which was divested from HMH in October 2018 and is now independent



Date Of Quote: 5/21/2024

Quote Expiration Date: 8/31/2024

RIVERSIDE INSIGHTS

Itasca, IL 60143  
PHONE: 800-323-9540  
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2 of 3

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Testing Levels 5-14

\*\* Please note: Fall K norms are not available.  
Gr K norms start midyear (Dec 1) for Level 5.  
Gr K norms start spring (Mar 1) for Level 6.  
Gr 1 norms start midyear (Dec 1) for Level 7.

Subtotal \$114,800.00

Thank you,  
Frank Campbell | Assessment Consultant |  
frank.campbell@riversideinsights.com

Subtotal Purchase Amount:	\$114,800.00
Shipping & Handling:	\$0.00
Sales Tax:	\$0.00
Total Cost of Quote (PO Amount):	\$114,800.00

*Handwritten:*  
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7-15-24  
SJK  
(maw)

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**Quote For  
Fayette County Public Schools (KY)**

**Total Cost of Quote (PO Amount) : \$114,800.00**

Thank you for considering Riverside Insights as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Sale. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this Quote with your signed purchase order that matches product, price and shipping charges.
- Provide the exact address for delivery of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print Materials
  - Point of Contact for Digital Materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct Ship to and Bill to information on the Quote.

Ship To: Fayette County Public Schools 1126 RUSSELL CAVE RD LEXINGTON KY 40505-3412 United States	Bill to: 115999 Fayette County Public Schools PO BOX 55490 LEXINGTON KY 40555-5490 United States
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- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping terms for your Quote are FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the Riverside Insights Terms of Sale shall apply.
- Make check, money order, or valid purchase order payable to Riverside Assessments, LLC.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution. For greater detail, the complete Terms of Sale may be reviewed here at: <http://www.riversideinsights.com>

Date Of Quote: 5/21/2024

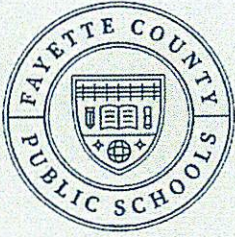
Quote Expiration Date: 8/31/2024

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 Itasca, IL 60143  
 PHONE: 800-323-9540  
[orders@service.riversideinsights.com](mailto:orders@service.riversideinsights.com)





450 Park Place  
Lexington, KY 40511  
Phone: (859) 381-4100  
FCPS.net

Board of Education:  
Tyler Murphy, Chair  
Amy Green, Vice Chair  
Amanda Ferguson  
Marilyn Clark  
Jason Moore

Superintendent:  
Demetrus Liggins, PhD

An Equal Opportunity  
School District

## *Memorandum of Agreement: Data Sharing Agreement*

### PARTIES

1. Fayette County Public Schools ("FCPS") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 450 Park Place, Lexington, Kentucky 40511.
2. Riverside Assessments, LLC dba Riverside Insights ("Contractor") provides  
**CogAT Online** [CONTRACTOR TO INSERT DESCRIPTION]  
with a primary place of business at One Pierce Place, Suite 101C, Itasca, IL 60143  
[ADDRESS].

### PURPOSE AND SCOPE

1. The purpose of this Data Sharing Agreement ("DSA") is to allow FCPS to provide the Contractor with student and teacher personally identifiable information (PII) data and the subsequent processing of that data.
2. This Agreement is meant to ensure that both parties adhere to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §6501-6506, 16 Code of Federal Regulations Part 312
3. This DSA shall be effective as of \_\_\_\_\_ ("Effective Date"), terminating on 06/30/2029 and shall not continue longer than five (5) years.
4. This Agreement is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, pursuant to KRS 61.932 and KRS 365.734.



5. This Agreement excludes any data which is freely and publicly available through other sources.

### **PROCESS FOR DATA TRANSFER**

FCPS and the Contractor will at the appropriate time agree on a file or data sharing process that will involve the encrypted transfer of the data via the public network.

### **FCPS DUTIES**

FCPS shall provide confidential data in compliance with all applicable federal, state, and local privacy laws, rules, and regulations.

### **CONTRACTOR DUTIES**

**The Contractor warrants that it will:**

1. Use this data only for the joint project outlined above.
2. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations pertaining to data privacy and security, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.932 et seq.;
3. While in possession of this data maintain it in a secure, non-public location.
4. Allow FCPS access to any relevant records for the purposes of completing authorized audits
5. Ensure that the student data will be accessed, used and manipulated **only** by those individuals necessary for the successful implementation of the project.
6. Advise all individuals accessing the data on proper procedures for securely maintaining the data.
7. Take appropriate technical and organizational measures against the unauthorized or unlawful accessing of the data.



of the incident. The contractor shall follow the following process:

disclose, or otherwise process student data for any commercial purpose.

11. To the extent permitted by law, the Contractor assumes all liability for damages which may arise from its use, storage or disposal of the data. FCPS will not be liable to the Contractor for any loss, claim or demand made by the Contractor, or made against the Contractor by any other party, due to or arising from the use of the data by the Contractor, except to the extent permitted by law when caused by the gross negligence or willful misconduct of FCPS. Notwithstanding the foregoing, (A) in no event will Contractor's total aggregate liability under this agreement, including the indemnification obligations below, exceed the greater of: (i) \$100,000 or (ii) ten times the fees paid to the Contractor party during the 12 months preceding the events giving rise to the liability and (B) in no event will Contractor be liable to FCPS, either in contract, tort, or otherwise, for any indirect, special, punitive, exemplary, incidental, or consequential damages, even if Contractor has been advised of the possibility of such claim and even if any limited remedy in this agreement is found to have failed of its essential purpose.
12. Defend, indemnify, and hold harmless FCPS its agencies, officers and employees from any and all third-party claims of any nature, including all costs, expenses, and reasonable attorney's fees, which may in any manner result from or arise out of Contractor's negligent acts or omissions pursuant to this Agreement, except for claims resulting from or arising out of the FCPS' sole negligence. The legal defense provided by the contracting party to FCPS under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the FCPS is necessary. The contracting party also agrees to defend, indemnify, and hold FCPS harmless for all costs, expenses, and attorneys' fees finally awarded by a court or that are included in a settlement entered into by the parties. FCPS agrees to notify the contracting party of such a claim within a reasonable time and agrees to cooperate with the contracting party in the defense and any related settlement.

#### **DATA BREACH ACT**

In the event of an unauthorized release, disclosure, or acquisition of confidential data that compromises the security, confidentiality, or integrity of the confidential data maintained by the Contractor, the Contractor shall provide notification to FCPS within seventy-two (72) hours of confirmation of the incident. The contractor shall follow the following process:



1. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
  - a. The name and contact information of the individual reporting a breach subject to this section
  - b. A list of the types of personal information that were or are reasonably believed to have been subject of a breach.
  - c. If the information is not 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.
  - d. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
2. The Contractor agrees to adhere to all federal and state requirements with respect to a data breach related to the confidential data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
3. The Contractor 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 incidents or unauthorized acquisition or use of confidential data or any portion thereof, including personally identifiable information and agrees to provide FCPS, upon request, with a summary of said written incident response plan.
4. FCPS shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
5. In the event of a breach originating from FCPS's use of service, the Contractor shall cooperate with FCPS to the extent necessary to expeditiously secure the confidential data.
6. If the Contractor receives personal information as defined by and in accordance with Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, the Contractor shall secure, protect and maintain the confidentiality of the personal information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in KRS



61.932, *et seq.*, including but not limited to the following:

- a. "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.
  - i. An account, 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;
  - ii. A Social Security number;
  - iii. A taxpayer identification number that incorporates a Social Security number;
  - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
  - v. A passport number or other identification number issued by the United States government; or
  - vi. 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 FERPA.
- b. As provided in KRS 61.931 (5), a "non-affiliate third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
- c. The Contractor shall not re-disclose, without the written consent of FCPS, any "personal information" as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
- d. The Contractor agrees to cooperate with FCPS in complying with the response, mitigation, correction, investigation, and notification requirements of KRS 61.931, *et seq.*
- e. The Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.