

This Confidential Data Privacy Agreement ("DPA") is entered into by and between:

THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY, a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (the "Board" or "Jefferson County Public Schools") and

Curriculum Associates, LLC, a limited liability company organized under the laws of Massachusetts with its principal place of business located at 153 N. Rangeway Road, North Billerica, MA 01862 (the "Provider").

WHEREAS, the Provider is providing educational or digital services to the Board.

WHEREAS, the Provider and the Board recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and the Board desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

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

ARTICLE I: PURPOSE AND SCOPE

- 1. Entire Agreement. This DPA is the entire agreement between the Parties with respect to the subject matter herein and supersedes any and all agreements, representations, and negotiations, either oral or written, with respect to the subject matter herein, between the Parties before the effective date of this DPA. This DPA may not be amended or modified except in writing as provided below. This DPA is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made part of this DPA. In the event of a conflict between any provision of this DPA and the Regulations, the Regulations shall prevail. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
- 2. <u>Term.</u> This DPA shall be effective as of September 25, 2024 (the "Effective Date") and shall continue for three (3) years, terminating on September 26, 2027.
- 3. <u>Services.</u> The services to be provided by Provider to the Board pursuant to this DPA are detailed in <u>Exhibit "A"</u> (the "Services"). Any compensation to be provided by the Board to Provider is also detailed in <u>Exhibit "A"</u> (the "Compensation"). Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to the Board are costs associated with the compiling of Confidential Data requested under this DPA and costs associated with the electronic delivery of Confidential DATA to Provider.
- **4.** Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Confidential Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the

Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the Board. Provider shall be under the direct control and supervision of the Board, with respect to its use of Confidential Data.

- 5. <u>Confidential Data to Be Provided.</u> In order to perform the Services described above, the Board shall provide Confidential Data as identified in the Schedule of Data, attached hereto as <u>Exhibit</u> "B".
- 6. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Confidential Data Property of the Board. All Confidential Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the Board. The Provider further acknowledges and agrees that all copies of such Confidential Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, excluding De-Identified Data, are subject to the provisions of this DPA in the same manner as the original Confidential Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Confidential Data contemplated per the Service Agreement, shall remain the exclusive property of the Board. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the Board as it pertains to the use of Confidential Data, notwithstanding the above.
- 2. Parent Access. To the extent required by law the Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Confidential Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the Board to respond to a parent or student, whichever is sooner) to the Board's request for Confidential Data in a student's records held by the Provider to view or correct as necessary, provided that the Board provides the request to the Provider within fifteen (15) days of the Board's receipt of the request. In the event that a parent of a student or other individual contacts the Provider to review any of the Confidential Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Board, who will follow the necessary and proper procedures regarding the requested information.
- 3. <u>Separate Account.</u> If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the Board, transfer, or provide a mechanism for the Board to transfer, said Student-Generated Content to a separate account created by the student.
- 4. <u>Law Enforcement Requests.</u> Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Confidential Data held by the Provider pursuant to the Services, the Provider shall notify the Board in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request.

- 5. <u>Subprocessors</u>. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Confidential Data in a manner no less stringent than the terms of this DPA.
- 6. Research and Program Evaluation. For any project, involving data collection or research (e.g., program evaluation or monitoring activities), student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), the Board complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the Board's IRB and shall not begin before approval is secured from the IRB. If Provider wishes to collect data specifically for program evaluation or research purposes, or if Provider wishes to use identifiable data for program evaluation or research purposes, Provider must apply for and obtain permission from the Board's IRB prior to beginning any research or evaluation related data collection.

ARTICLE III: DUTIES OF THE BOARD

- 1. <u>Provide Data in Compliance with Applicable Laws</u>. The Board shall provide Confidential Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
- 2. <u>Annual Notification of Rights.</u> If the Board has a policy of disclosing Education Records and/or Confidential Data under FERPA (34 CFR § 99.31(a)(1)), the Board shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
- 3. <u>Reasonable Precautions</u>. The Board shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Confidential Data.
- **4.** <u>Unauthorized Access Notification.</u> The Board shall notify Provider promptly of any known unauthorized access. The Board will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

- 1. Privacy Compliance. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Confidential Data privacy and security, all as may be amended from time to time, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
- 2. <u>Data Custodian.</u> For the purposes of this DPA and ensuring Provider's compliance with the terms of this DPA and all application of state and federal law, Provider designated Steve Pyne, Chief Information Security Officer, as the data custodian ("Data Custodian") of the Confidential

Data. The Board will release all data and information under this DPA to Data Custodian. Data Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this DPA, including confirmation of the return or destruction of data as described below. The Board may, upon written request and no more than once per year, review the records Provider is required to keep under this DPA, subject to Provider's confidentiality obligations to Provider's other customers.

- 3. <u>Authorized Use.</u> The Confidential Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in <u>Exhibit "A"</u> or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA. Provider will not contact the individuals included in the data sets.
- 4. <u>Provider Employee Obligation</u>. Provider shall require all of Provider's employees and agents who have access to Confidential Data to comply with all applicable provisions of this DPA with respect to the Confidential Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Confidential Data pursuant to the Service Agreement.
- 5. <u>Insurance.</u> Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County Attn: Insurance/Real Estate Dept. 3332 Newburg Road Louisville, Kentucky 40218

- 6. No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Confidential Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Confidential Data other than as required by law or court order. If Provider becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), then Provider shall use all reasonable efforts to provide the Board with prior notice before disclosure so that the Board may seek a protective order or other appropriate remedy to present the disclosure or to ensure the Board's compliance with the confidentiality requirements of federal or state law, unless prohibited by law. This prohibition against disclosure shall not apply to De-Identified
- 7. Data or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Confidential Data to any third party.
- 8. <u>De-Identified Data:</u> Provider agrees not to attempt to re-identify De-Identified Confidential Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Board or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive Learning purpose and for customized student Learning. Provider's use of De-Identified Data shall survive

termination of this DPA or any request by the Board to return or destroy Confidential Data. Except for Subprocessors, Provider agrees not to transfer de-identified Confidential Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the Board explicitly or indirectly, the Provider shall obtain the Board's prior written approval.

- 9. Disposition of Data. Upon written request from the Board, Provider shall dispose of or provide a mechanism for the Board to transfer Confidential Data obtained under the Service Agreement in a usable format, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree, with the exception of backups, which will be removed from Provider's backup servers over time, in accordance with Provider's data retention and destruction policies. Upon termination of this DPA, if no written request from the Board is received to return the data in a usable format, Provider shall dispose of all Confidential Data in accordance with Provider's data retention and destruction policies. The duty to dispose of Confidential Data shall not extend to Confidential Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The JCPS may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as Exhibit "D". If the JCPS and Provider employ Exhibit "D", no further written request or notice is required on the part of either party prior to the disposition of Confidential Data described in Exhibit "D".
- 10. Advertising Limitations. Provider is prohibited from using, disclosing, or selling Confidential Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Board. This section does not prohibit Provider from using Confidential Data (i) for adaptive Learning or customized student Learning (including generating personalized Learning recommendations); or (ii) to make product recommendations to teachers or JCPS employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Data as permitted in this DPA and its accompanying exhibits.
- 11. <u>Liability</u>. Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claim" or "Claims"). Provider agrees to hold harmless the Board and pay any costs incurred by the Board in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this DPA.

ARTICLE V: DATA PROVISIONS

- 1. <u>Data Storage</u>. Where required by applicable law, Confidential Data shall be stored within the United States. Upon request of the Board, Provider will provide a list of the locations where Confidential Data is stored.
- 2. <u>Audits.</u> No more than once a year, or following unauthorized access, upon receipt of a written request from the Board with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the Board to audit the security and privacy measures that are in place to ensure protection of Confidential Data or any portion thereof as it pertains to the delivery of services to the JCPS, subject to Provider's confidentiality obligations to its customers. The Provider will cooperate reasonably with the Board and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or

investigation of the Provider and/or delivery of Services to students and/or the Board, and shall provide reasonable access to the Provider's facilities, staff, agents and the Board's Confidential Data and all records pertaining to the Provider, the Board and delivery of Services to the Board. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

- 3. <u>Data Security</u>. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Confidential Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the standards set forth in <u>Exhibit "E"</u>. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in <u>Exhibit "E"</u>. Provider shall provide contact information of an employee who the Board may contact if there are any data security concerns or questions. Additionally, The Provider agrees to maintain a minimum security standard including but limited to the following precautions and protections:
 - a) Encrypting all Confidential Data, at rest and in transit;
 - b) Maintaining multi-factor authentication on accounts that can access Confidential Data remotely, including 3rd party accounts;
 - c) Securing access to any physical areas/electronic devices where Confidential Data are stored;
 - d) Establishing and enforcing well-defined data privilege rights which follow the rule of least privilege and restrict users' access to the Confidential Data necessary for this to perform their job functions;
 - e) Ensuring all staff and 3rd parties with access to Confidential Data obtained under this DPA sign a nondisclosure statement, and maintaining copies of the signed statements;
 - f) Installing end-point protection including but not limited to anti-malware and anti-spyware on any device connected to the network that has access to Confidential Data, when applicable.
- 4. <u>Data Breach</u>. 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 Provider the Provider shall provide notification to the Board within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider 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 Provider and as it becomes available:
 - i. The name and contact information of the individual reporting a breach subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the

- date range within which the breach occurred. The notification shall also include the date of the notice.
- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
- i. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all applicable 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.
- (1) Provider further acknowledges and agrees to have a written incident response plan that reflects industry standard practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof, including personally identifiable information and agrees to provide the Board, upon request, with a summary of said written incident response plan.
- (2) The Board shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
- (3) In the event of a breach originating from the Board's use of the Service, Provider shall cooperate with the Board to the extent necessary to expeditiously secure Confidential Data.
- **Example 2. Example 2. Example 2. Example 3. Example 2. Example 3. Example 3. Example 3. Example 4. Example 4. Example 4. Example 4. Example 5. Example 5. Example 6. Exam**
 - 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-affiliated 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. Provider shall not re-disclose, without the written consent of JCPS, 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. Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- e. Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
- 6. <u>Cloud Computing Service Providers.</u> If Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Provider agrees that:

Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."

Pursuant to KRS 365.734(2), Provider 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(2), Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734(3), Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

ARTICLE VI: MISCELLANEOUS

1. <u>Termination</u>. Either party may terminate this DPA if the other party breaches any terms of this DPA, provided however, the breaching party shall have thirty (30) days to cure such breach and this DPA shall remain in force. The Board may terminate this DPA in whole or in part at any

time by giving written notice to Provider of such termination and specifying the effective date thereof, at lease thirty (30) days before the specified effective data.

- 2. <u>Effect of Termination Survival.</u> If the Service Agreement is terminated, the Provider shall destroy all of JCPS's Confidential Data pursuant to Article IV, section 8.
- 3. <u>Priority of Agreements.</u> This DPA shall govern the treatment of Confidential Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.
- **4.** <u>Modification.</u> No waiver, alteration or modification of the provisions of this DPA shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this DPA must be negotiated and approved by both parties.
- 5. <u>Disputes.</u> Any differences or disagreements arising between the Parties concerning the rights or liabilities under this DPA, or any modifying instrument entered into pursuant to this DPA, shall be resolved through the procedures set out in the Regulations.
- 6. <u>Notices</u>. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for the Board for this DPA is:

Name: Dr. Nathan Meyer Title: Asst. Supt of AIS_____

Address:3322 Newburg Rd, Louisville, Ky 40218

Phone: 502-485-7623 _____ Email: Nathan.meyer@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Attn: Legal

Address:153 Rangeway Road, North Billerica, MA 01862

Phone: 800-225-0248 Email: customercontracts@cainc.com

- 7. <u>Amendment and Waiver</u>. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 8. <u>Severability.</u> Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in

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

- 9. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR JEFFERSON COUNTY KENTUCKY FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 10. Successors Bound: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Board no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Confidential Data within the Service Agreement. The Board has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
- 11. <u>Authority</u>. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Confidential Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Confidential Data and/or any portion thereof.
- 12. <u>Relationship of Parties.</u> The Board is not an employee, agent, partner or co-venturer of or with Provider. Neither Provider nor the Board shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.
- 13. Equal Opportunity. During the performance of this DPA, Provider agrees that Provider shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Compensation is paid from federal funds, this DPA is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this DPA as if set forth in full herein.
- 14. <u>Prohibition on Conflicts of Interest.</u> It shall be a breach of this DPA for Provider to commit any act which is a violation of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

- **15.** Provider shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Provider for the duration of this DPA and shall reveal any final determination of a violation by the Provider of the preceding KRS chapters.
- 16. Access to School Grounds, No employee or agent of Provider shall access the Board's school grounds on a regularly scheduled or continuing basis for purposes of providing services to students under this DPA.

IN WITNESS WHEREOF, The Board and Provider execute this DPA as of the Effective Date above.

BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY

By:	Date:
Printed Name: Marty Pollio	
Title/Position: Superintendent	
CURRICULUM ASSOCIATES, LLC	
By: 02 H 2 WeL	Date: 9/9/2024

Printed Name: Robert Waldron

Title/Position: CEO

EXHIBIT "A"

DESCRIPTION OF SERVICES

Provider shall provide software licenses and support for the following products at prices equal or below Provider's standard pricing rates for the products:

i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 students for 18 months and i-Ready Partner Services per Quote #317703.8, attached as Exhibit F.

COMPENSATION

Purchase orders shall be entered by each participating school. Funds for purchase shall come from individual school budgets. Total payments under the Service Agreement this DPA shall not exceed \$30,075 per fiscal year, running from July 1-June 30.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta	IP Addresses of users, Use of cookies, etc.	V
Data	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	~
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Grade-level placement, National Norm, Lexile Measure, Quantile Measure, Placement by Domain, Developmental Analysis, Next Steps & Resources for Instruction	
Attendance	Student school (daily) attendance data	

	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	V
	Place of Birth	
	Gender	V
	Ethnicity or race	~
	Language information (native, or primary language spoken by student)	
	Student disability information	

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: Migrant Status	~
Enrollment	Student school enrollment	V
	Student grade level	V
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: Subject: Reading and/or Math	~

Parent/Guardia n Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	V
	Teacher names	V
Special Indicator	English language Learner information	V
	Low income status	V
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Specialized education services (IEP or 504)	~
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Staff Data	First and Last Name	V
	Email Address	V
	Staff ID number	V
	Other information — Please specify School or District Affiliation; Grade Level teaching, IP Address; State ID Number; Role	V
Student Contact Information	Address	
	Email	
	Phone	

Student Identifiers	Local (School district) ID number	V
	State ID number	V
	Provider/App assigned student ID number	
	Student app username	V
	Student app passwords	V
Student Name	First and/or Last	V
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	V
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	V

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

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	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.	

EXHIBIT "C" DEFINITIONS

Compensation: Amounts to be paid to the Provider in exchange for software licenses and support. The maximum amount of Compensation that may be paid under the Service Agreement set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider. The cost for any single license or support provided under the Service Agreement shall not exceed Provider's standard pricing for that product when purchased under the same terms and in the same quantities.

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an "operator" for the purposes of this section.

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

Regulations: The Board Procurement Regulations, available on the JCPS website, as may be amended from time to time.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use

and maintenance of Confidential Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Confidential Data: Confidential Data includes any data, whether gathered by Provider or provided by the Board or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Confidential Data includes Meta Data. Confidential Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Confidential Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Confidential Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Confidential Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Board or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Confidential Data.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Confidential Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Confidential Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

The Board of Education of Jefferson County Kentucky directs Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between The Board and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition	
Disposition is partial. The categor found in an attachment to this Directive:	ries of data to be disposed of are set forth below or are
[Insert categories of data here]	
Disposition is Complete. Disposition	on extends to all categories of data.
2. Nature of Disposition	
Disposition shall be by destruction	or deletion of data.
Disposition shall be by a transfer o as follows:	f data. The data shall be transferred to the following site
[Insert or attach special instruct	ions]
3. Schedule of Disposition	
Data shall be disposed of by the following date:	
As soon as commercially practicable	le.
By [Insert Date]	
Signature	
Authorized Representative of the Board	 Date
Verification of Disposition of Data	
Authorized Representative of Provider	Date

EXHIBIT "E"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

Provider will utilize one of the following known and credible cybersecurity frameworks which can protect digital learning ecosystems.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	American Institute of CPAs	SOC2
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	The Board of Education of Jefferson County	Board provided standardized questionnaire



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Marisa Coppola O'Malley	
Eastern Insurance Group LLC 233 West Central St Natick MA 01760		PHONE (A/C, No. Ext): 781-309-9482	FAX (A/C, No): 781-586-7763
		E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance	.com
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Hartford Fire Insurance Co	19682
INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862		INSURER B: Trumbull Insurance Company	27120
		INSURER c : Hartford Casualty Ins Co	29424
		INSURER D: Westchester Surplus Lines Insurance	Co 10172
		INSURER E:	
		INSURER F:	
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CERTIFICATE NUMBER: 1752430009

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL			POLICY EFF (MM/DD/YYYY)		LIMIT	rs
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	****	08UUNBA6769	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
	X Abuse & Molestat						MED EXP (Any one person)	\$ 10,000
	X \$1M Occ/\$2M Agg						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
В	AUTOMOBILE LIABILITY			08UENBA7382	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
1	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per a∞ldent)	\$
L								\$
С	X UMBRELLA LIAB X OCCUR			08XHUBA6907	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 15,000,000
	EXCESS LIAB CLAIMS-MADE			•			AGGREGATE	\$ 15,000,000
	DED X RETENTION\$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	j		08WBAE7J6L	1/1/2023	1/1/2024	X PER OTH-	
1	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A	I				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Llability & Cyber Llability			F15306580004	1/1/2023	1/1/2024	Each Claim/Agg Prof/Cyber Deductible	\$5,000,000 \$250,000/\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is added as Additional insured

CER	TIFIC	ATE	HOL	DER

Board of Education of Jefferson County Attn: Insurance/Real Estate Department 3332 Newburg Road

Louisville KY 40218

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

-11:11se

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From:

JCPS Digital Resource Review on behalf of digitalreviews@jefferson.kyschools.us

To:

Moore, Robert J.

Cc:

Cunningham, Keena J.; Robbins, Lea A

Subject: Date: Software For Your Review: Curriculum Associates - i-Ready

Wednesday, May 31, 2023 3:03:00 PM

Attachments:

REAP= Curriculum ASsociates-iReady.docx.pdf

image004.png image006.png image007.png image008.png

Hi Chief Moore,

Someone on the JCPS team is interested in purchasing a digital resource...

Please review the feedback provided from the internal reviews conducted on i-Ready and record your feedback on this form.

Curriculum Associa	ates, LLC i-Ready, i-Ready	Classroom Mathematics, Ready				
Math, Teacher Too	ol Box, Ready Reading, N	Magnetic Reading , and Magnetic				
	iding Foundations (Curri					
Requested By:	patricia.dermody	patricia.dermody@jefferson.kyschools.us				
Loc/Supervisor:	Crums Lane Elementary	Dr. Lemesa Marks John				
	092					
Funding/Grant:	yes	No				
Link:	https://www.curriculumasso	ciates.com/programs/i-ready-learning				
Users:	Students and Staff					
Vendor Email:	RFPs@cainc.com					
Platform:	Web Browser Only, iPadOS (A list of supported operating systems is					
		stem Requirements: https://cdn.i-				
	ready.com/instruction/content/system-					
	check/iReady_System_Requi	rements.pdf)				
Content Area:	Numerous subject areas					
CONTENT QUESTIONS						
Need:		personalized adaptive instruction to				
		n math and reading. Progress monitoring				
		t moving Tier 2 and Tier 3 students				
	toward mastery of standards					
Current Approved Title:	Lexia Core and Dreamboz Ada	·				
Evidence/Endorsement:		has obtained the highest ratings in Ed				
	reports.					
If no, other rationale:	NA					
Additional Information:		or use for the 2022-2023 school year and				
	this is a renewal we are seeki					
	CONTENT AREA FEE	DBACK				

Reviewer:	dominique.pleasantmoore@jefferson.kyschools.us
Feedback:	
Opinion:	Strongly disagree with this software being used - rationale, below
Comments:	JCPS already has a software that will meets the needs for tier 2 and tier
	3 for reading and math that has been approved.
	IRB FEEDBACK
Initial Review:	IRB approval required.
Comments:	Multi-Product Vendor.
	HARDWARE COMPATIBILITY FEEDBACK
Assessment:	IT has no issues with this software at this time.
Comments:	

On behalf of Crums Lane, Thank You!

Digital Resource Review Team

JEFFERSON COUNTY PUBLIC SCHOOLS

Curriculum Associates

Prepared For:

Joseph Wood Indian Trail ES 3709 E Indian Trl, Louisville, KY 40213

2/26/2024

Dear Joseph Wood,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2023-2024 Quote ID: 317703.8 Quote Valid through: 12/31/2024

Product	List Price	Net Price
I-Ready	\$30,075.00	\$30,075.00
i-Ready Partners Services	\$3,000.00	\$0.00

i-Ready Partners Services Includes:

- · Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment
- <u>Implementation Management</u>: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management
- <u>Staff Development Consultation and Resources</u>: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources
- Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support

List Total:	\$33,075.00
Savings:	\$3,000.00
Shipping/Tax/Other:	\$0.00
Total:	\$30,075.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Arthur Larson (314) 698-6438 arthurlarson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates

Quote ID: 317703.8

Date: 2/26/2024

Quote Valid through: 12/31/2024

Prepared For:

Joseph Wood Indian Trail ES 3709 E Indian Trl, Louisville, KY 40213 joseph.wood@jefferson.kyschools.us (502) 485-8268

Your Representative:

Arthur Larson (314) 698-6438 arthurlarson@cainc.com

i-Ready

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Math and Reading Site License 351-500 Students 18 Months	17811,0	1	\$30,075.00	\$30,075,00	\$30,075.00
	mak, enem se pendoene	A the species of the	I-Re	ady Subtotal:	\$30,075.00

I-Ready Partners Services

Product Name	Item #	Qty	List Price	Net Price	Total
i-Ready Implementation Support Services - Provisioning + Tech Support + Hosting + Data Management + Implementation Planning + Data Reviews + and Check ins 18 Months	27973.0	1	\$3,000,00	\$0.00	\$0.00
Section for the section of the secti		I-Ready	Partners Servi	ces Subtotal:	\$0.00

Total	
List Total:	\$33,075.00
Savings:	\$3,000.00
Merchandise Total:	\$30,075.00
Voucher/Credit:	\$0,00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$30,075.00

Special Notes

F.O.B.: N. Billerica, MA 01862 Shipping: Shipping based on MDSE total Terms: Net 30 days, pending credit approval Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

i-Ready Partners

Unparalleled Service and Educator Support

The *i-Ready Partners* team was born from our core value: the quality of our services is as important as the quality of our products. Know that when you implement our programs, your local *i-Ready Partners* will be there to support your team every step of the way.

Service Components

Our *I-Ready Partners* team is tasked with helping you implement our programs to meet ambitious district goals. *i-Ready Partners* support includes:

- An Account Manager You Know on a First-Name Basis: Dedicated account managers are your point of connection to a powerful network of *i-Ready* experts focused on making your implementation successful.
- Consultative Professional Development Planning: Tailored professional development plans ensure that PD is tied to your implementation goals and that educators are equipped to optimize the use of our programs from day one.
- Real-Time Achievement Data after Every Assessment: Detailed student achievement analytics to empower data-driven practices in classrooms.
- Educational Consultants to Help You Know What's Coming Next: Educational consultants to keep you up to speed on our latest research, development, and best practices.
- **Technical Support and Health Checks:** Proactive support that anticipates and heads off issues before they start—and is there for you should they arise.



Account Management



Professional Development



Educational Consultants



Achievement Analytics



Technical Support

Your *i-Ready Partners* Team

Dedicated to helping you implement *I-Ready* programs and achieve your district goals

