

Curriculum Associates, LLC Price Quote - Q-48527

Version: 1

Quote Date: 1/29/2025

Quote Expiration Date: 7/31/2025

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notices>.

Company: Curriculum Associates, LLC	Customer: Boone County Schools, KY
Representative: Erica Williams	Contact Name: Alisa Alcock
Email: erica.williams@ellevationeducation.com	Email: alisa.alcock@boone.kyschools.us
Phone: 617-307-5755	Phone: 859-283-3246
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: 8330 US Highway 42, Florence,KY 41042
Start Date: 7/1/2025	End Date: 6/30/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
Ellevation	2,084	\$15.75	\$32,823.00
Subscription Total:			\$32,823.00

Services Fees

Services Total:	\$0.00
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Total Investment - Q-48527

Grand Total:	\$32,823.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order
to your Ellevation Sales Rep at: erica.williams@ellevationeducation.com

Data Privacy and Security Agreement

This Data Privacy and Security Agreement ("Agreement") is agreed and entered into by and between the Boone County School District ("District") and Curriculum Associates, LLC ("Contractor") on this the 31st day of January, 2025.

WHEREAS, Boone County School District("District") 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 8330 US Highway 42, Florence, KY 41042; and

WHEREAS, Curriculum Associates, LLC ("Vendor") has been contracted to perform certain educational services as described fully in Exhibit A ("Provided Services") with a primary place of business at 153 Rangeway Road, North Billerica, MA 01862 and

WHEREAS, the Vendor and the District 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"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable regulations; and

WHEREAS, the Parties acknowledge that this Agreement shall amend, modify, and supplement any agreement or terms previously entered into between the Parties with respect to the subject matter herein; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. DEFINITIONS

1.1 "Confidential Student Information" shall mean any information or material, in any medium or format, that concerns a student and is created or provided by the student, or by an agent or employee of the District. Confidential Student Information includes both PII and directory information. For purposes of this Agreement and for the avoidance of doubt, Confidential Student Information does not include De-identified Data.

1.2 "De-identified Data" shall mean data that has a re-identification code and has

enough personally identifiable information removed or obscured so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. The re-identification code may allow the recipient to match information received from the same source.

1.3 "District Data" shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties' Agreement, including but not limited to Confidential Student Data and PII. District Data shall not include De-Identified Data.

1.4 "Education Records" shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.5 "Personally Identifiable Information" ("PII") shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in Education Records and includes direct identifiers, such as a student's name or identification number, indirect identifiers, such as a student's date of birth, or other information which can be used to distinguish or trace an individual's identity either directly or indirectly through linkages with other information.

1.6 "Personal Information" shall be 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: (1) 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; (2) a Social Security number; (3) a taxpayer identification number that incorporates a Social Security number; (4) a driver's license number, state identification card number, or individual identification number issued by an agency; (5) A passport number or other identification number issued by the United States Government; or (6) Individually Identifiable Information as defined in 45 C.F.R. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

Section 2. PURPOSE AND SCOPE

2.1 The purpose of this Agreement is to allow the District to provide the Vendor with student and teacher PII data and the subsequent processing of the data.

2.2 This Agreement is meant to ensure the Vendor and the District recognize the need to protect PII, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"),

15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

2.3 This Agreement shall be effective as of the date upon which it is signed by both parties (“Effective Date”), and shall automatically renew from year to year, unless otherwise modified in writing and signed by each party. This Agreement shall remain in full force and effect at all times during which Vendor supplies Provided Services to the District.

2.4 The laws of the Commonwealth of Kentucky and shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Agreement and any of its terms. Any suit, action, or other proceeding regarding the execution, validity, interpretation, construction, or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, the venue shall lie exclusively in the Eastern District of Kentucky.

Section 3. DISTRICT DUTIES

The District shall provide data as required for Vendor to conduct its Provided Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations. To the extent appropriate or applicable, District shall assist Vendor in securing any parent permissions regarding the use of Confidential Student Information or PII.

Section 4. VENDOR DUTIES

4.1 Vendor acknowledges that the District has outsourced certain services to Vendor, as defined above as Provided Services, in furtherance of a legitimate educational interest that would otherwise be performed by the school district. These Provided Services necessitate the collection and storage of certain District Data and Confidential Student Information. Vendor shall act as a contractor to the District in performing the Provided Services, either directly under the terms of any service or licensing agreement related to the Provided Services, and Vendor therefore acknowledges that it is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and solely for the purpose of performing the Provided Services.

4.2 Vendor shall implement commercially reasonable methods to ensure that District Data is accessed, used, and manipulated exclusively by authorized individuals with a legitimate educational interest—such as the student, the student’s guardian, and the District—or by personnel essential for the successful performance and execution of the Provided Services. No unauthorized third parties shall have access to Confidential Student

Information or Education Records in Vendor's control unless written authorization to

Page 3 of 12

distribute such information is provided by the student's parent/guardian or the District where applicable.

4.3 Vendor shall likewise implement commercially reasonable measures to safeguard District Data at rest, and advise all individuals accessing the data on proper procedures for securely maintaining data. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, the Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States.

4.4 The Vendor shall ensure the secure transmission of any District Data exchanged during the course of this Agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology ("NIST") Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards ("FIPS") 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any actual security incidents or breaches affecting District Data while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

4.5 In the event of any security incidents or reasonably suspected or actual breaches affecting the security of District Data, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 6 of this Agreement.

4.6 For i-Ready products, upon termination, cancellation, expiration, or other conclusion of the Parties' contractual relationship and receipt of written request, or upon receipt of written request from District at any other time, Vendor shall delete all Confidential Student Data in its possession, with the exception of backups, which are deleted automatically over time in accordance with Vendor's data retention and destruction policies. Vendor shall complete such destruction within thirty (30) calendar days of the receipt of the written request and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction upon request.

For Ellevation products, upon termination, cancellation, expiration, or other conclusion of

the Parties' contractual relationship, the District shall have thirty (30) days to request a one time file export of Confidential Student Data. All Confidential Student Data will be deleted in ninety (90) days. Vendor shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction upon request.

Page 4 of 12

4.7 Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to any unauthorized individual or entity, or for any purpose which is not required in the performance of Vendor's Provided Services. This does not prohibit Vendor from using Confidential Student Information or District Data: (a) for adaptive learning or customized student learning (including generating personalized learning recommendations); (b) to make product recommendations to teachers or District employees who have voluntarily subscribed to Vendor's Provided Services; (c) to notify account holders about new education product updates, features, or services; or (d) from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement. However, 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 purpose and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

4.8 Vendor acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student's parent/guardian or the District, where applicable. Vendor likewise acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

4.9 Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, the Vendor shall furnish the certificate of insurance evidencing this coverage.

4.10 To the extent permitted by law, Vendor assumes all liability for damages which may arise from its use, storage, or disposal of the District Data. The District shall not be liable to the Vendor for any loss, claim or demand made by the Vendor, or made against the Vendor by any other party, due to or arising from the use of District Data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District.

4.11 Vendor shall defend, indemnify, and hold harmless the District, 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 this Agreement, except for claims resulting from or arising out of the District's sole negligence. The legal defense provided by the Vendor to the District under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the District is necessary. Vendor also agrees to defend, indemnify, and hold the District harmless for all costs, expenses, and reasonable attorneys' fees finally awarded by a court or that are

Page 5 of 12

included in a settlement entered into by the parties. The District agrees to notify the Vendor of such a claim within a reasonable time and agrees to cooperate with the Vendor in the defense and any related settlement.

Section 5. OWNERSHIP OF DATA

As between District and Vendor, the District retains ownership of all District Data provided to Vendor pursuant to the Parties' Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 6. SECURITY BREACH REMEDIATION AND NOTICE

6.1 Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed or reasonably suspected security breach as defined by KRS 61.931, Vendor shall notify the District of within seventy-two (72) hours of determination of a security breach relating to the District Data in the possession of Vendor. The notification shall include, at a minimum, the following information to the extent known by the Vendor and as it becomes available:

- (a) the name and contact information of the individual reporting a breach to this section;
- (b) the date of the breach, or estimated date if not yet confirmed;
- (c) a list of the information and data reasonably believed or confirmed to have been subject of the breach;
- (d) a list of the students whose information is believed to have been affected; and
- (e) a general description of the breach incident.

6.2 The Vendor further acknowledges and agrees to maintain a written incident response plan that reflects best practice 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 information and agrees to provide the District, upon request, with a summary of said written response plan.

6.3 In the event of a security breach relating to District Data or Personal Information in the possession of Vendor, Vendor shall bear the reasonable cost of the notification and

investigation requirements set forth in KRS 61.933.

6.4 In the event of a reasonably suspected or confirmed breach of District Data or Personal Information, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Within 48 hours of completion of the investigation, Vendor shall notify the District if the investigation finds that the misuse of District Data occurred. Vendor shall

Page 6 of 12

additionally provide a copy of any investigation report rendered by the independent IT consulting firm insofar as the report relates to District Data.

6.5 Vendor agrees to adhere to provisions of Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of Personal Information.

6.6 Vendor further agrees to adhere to all applicable federal and state requirements pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of District Data and PII.

6.7 In the event of a breach originating from the District's use of Vendor's Provided Services, Vendor shall cooperate with the District to the extent necessary to promptly secure any data subject to an unauthorized disclosure.

Section 7. CLOUD COMPUTING SERVICE PROVIDERS

If the Vendor is a cloud computing service provider as defined in KRS 365.734(1)(b), Vendor agrees that:

- a. Vendor shall not process Confidential Student Information or any student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission.
- b. Pursuant to KRS 365.734 (2), the Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to

create or correct an individual or household profile for any advertising purpose and shall not sell, disclose, or otherwise process confidential student data for any commercial purpose;

- c. Pursuant to KRS 365.734 (3), the Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 8. NOTICES

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission or certified mail sent to the designated representatives below.

Page 7 of 12

The designated representative for the District for this Agreement is:

Name: Title:

Address: 8330 US 42, Florence KY 41042

Phone: Email 859-283-1003

The designated representative for the Vendor for this Agreement

is: Name: General Counsel Title:

Address: 153 Rangeway Road, North Billerica, MA 01862

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

Section 9. Data Opt Out

The District may provide a mechanism for students, parents, or guardians to opt out of any data sharing agreement with Vendor. In the event that a student, parent, or guardian opts out of any data sharing or Provided Services, the District shall notify Vendor of the opt-out within 48 hours of receipt. Within 48 hours of receipt of the opt-out notification, Vendor shall delete any and all Confidential Student Information pertaining to that student, as well as his or her parent or guardian.

Section 10. MISCELLANEOUS PROVISIONS

10.1 Open records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain

information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request. The District agrees to make reasonable efforts to claim all exemptions provided for in KRS 61.878 as appropriate and applicable to Vendor's confidential and proprietary information.

10.2 Law enforcement or court-mandated disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Data or District Data held by the Vendor pursuant any agreement of the Parties, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law, unless legally prohibited.

10.3 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

10.4 Cooperation with District Auditor. The District has the right, upon reasonable prior written notice, to annually audit (either internally or via a third party) records of the Vendor

Page 9 of 12

relating to the performance of Provided Services or to data privacy processes and procedures during normal business hours, and in a manner which limits disruption to its business operations, subject to Vendor's confidentiality obligations to its other customers. In the event of an annual audit, Vendor agrees to reasonably cooperate with District's reasonable requests.

10.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that such invalid or unenforceable provision shall be

modified to the extent necessary to make it valid, legal, and enforceable, and, to the greatest extent possible, that provision will be construed in a manner that reflects the original intent of the parties.

10.6 Successors Bound. This Agreement is and shall be binding upon the respective successors in interest to the Vendor 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 the Vendor sells, merges, or otherwise disposes of its business to a successor during the term of this Agreement, the Vendor shall provide written notice to the District 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 Agreement and any obligations with respect to confidential data within the service agreement. The District has the authority to review and address the Agreement if it disapproves of the successor to whom the Vendor is selling, merging, or otherwise disposing of its business.

10.7 Effect of Agreement. The Parties agree that the terms and conditions set forth in this Agreement modify, amend, or supplement any other agreement between the Parties with respect to the subject matter herein and further agree to be bound to the terms herein with respect to the subject matter herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties with respect to the subject matter herein, this Agreement shall control.

[Remainder of this page intentionally left blank]

Page 10 of 12

IN WITNESS WHEREOF, the District and Vendor execute this AGREEMENT to be effective and consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By:

Printed Name:

Title/Position:

**Curriculum Associates,
LLC**

By:

Printed Name: John Sipe,
Jr.



Date: Date: 2/19/2025

Title/Position: Executive
Vice President

BOONE COUNTY SCHOOLS DISTRICT

By: _____

Date: 6/12/2025

Printed Name: Jesse Parks

Title / Position: Board of Ed, Chair

Exhibit A: Products and Service

This AGREEMENT covers access to and use of Curriculum Associates' existing Provided Services that collect, process or transmit Student Data, as identified below:

All digital products offered by Curriculum Associates, LLC, that collect, process, or transmit Student Data (as defined herein) that are currently purchased or will be purchased by District in the future will be pursuant to this Data Privacy and Security Agreement.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and **Curriculum Associates, LLC** ("Vendor"), and is intended to amend, modify, and supplement the Data Privacy and Security Agreement dated January 31, 2025 (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover documented costs and reasonable attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 5. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____ Date: _____

Printed Name: _____

Title/Position: _____

Curriculum Associates, LLC

By: J.H. Sipe, Jr. Date: 5/1/2025

Printed Name: John Sipe, Jr.

Title/Position: Executive Vice President