



SALES ORDER

Order Date: 05/19/2025

Start Date: 07/01/2025

Order #: 00115279

End Date: 06/30/2028

Prepared For

Account Name: Boone County Schools

Agency Code: 13159

Primary Contact: James Detwiler

Email: james.detwiler@boone.kyschools.us

Customer Information

Boone County Schools
8330 US Hwy 42
Florence, KY 41042
United States

Bill-To Information

Boone County Schools
8330 US Hwy 42
Florence, KY 41042
United States

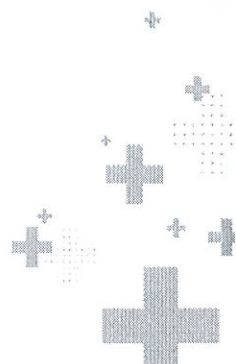
NWEA Sales Point of Contact

Christopher Clark

christopher.clark@hnhco.com

Products & Services

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
<i>Year 1 - 07/01/2025 - 06/30/2026</i>					
MAP Growth K-12	\$14.50	\$12.50	19,742	\$246,775.00	-\$39,484.00
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$6.00	5,987	\$35,922.00	-\$5,987.00
Subtotal Year 1				\$282,697.00	
<i>Year 2 - 07/01/2026 - 06/30/2027</i>					
MAP Growth K-12	\$14.50	\$12.75	19,742	\$251,710.50	-\$34,548.50
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$6.00	5,987	\$35,922.00	-\$5,987.00
Subtotal Year 2				\$287,632.50	
<i>Year 3 - 07/01/2027 - 06/30/2028</i>					
MAP Growth K-12	\$14.50	\$13.00	19,742	\$256,646.00	-\$29,613.00
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$6.00	5,987	\$35,922.00	-\$5,987.00
Subtotal Year 3				\$292,568.00	



Discount	-\$121,606.50
Subtotal	\$862,897.50
Estimated Tax	\$0.00
Grand Total	\$862,897.50

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Subscription Period: 3 Years. At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

Invoicing and Payment Terms:

Subscription Period	Fee Schedule
7/1/2025 – 6/30/2026	\$ 282,697.00
7/1/2026 – 6/30/2027	\$ 287,632.50
7/1/2027 – 6/30/2028	\$ 292,568.00
Total Fees Due:	\$ 862,897.50

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement.

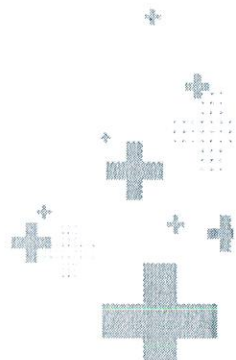
Signature

Customer
Signature: _____

Customer
Printed Name: _____

Date: _____

Customer Title _____



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 HMH Education Company ("Contractor") on this the __ day of _____, _____.

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, HMH Education Company ("Vendor") has been contracted to perform certain educational services as described fully in Exhibit A ("Provided Services") with a primary place of business at 125 High Street, Boston, MA 02110; 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; 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.

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 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 secure 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, or indirectly through the Vendor's interfaces with another District contractor, 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, such as employees, third party service providers, and subcontractors necessary to fulfill 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 distribute such information is provided by the student's parent/guardian. The Vendor agrees that it shall require any third party service provider and/or subcontractor with access to District Data to enter into written agreements containing obligations of confidentiality that are no less stringent than those set forth in this Agreement.

4.3 Vendor shall likewise implement commercially reasonable measures to safeguard 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 industry standards and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested in writing 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 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 industry standards, to protect the confidentiality and integrity of the transmitted data. In the event of any confirmed security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify the District and take commercially reasonable and necessary remedial actions to mitigate the impact.

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

4.6 Upon termination, cancellation, expiration, or other conclusion of the Parties' contractual relationship, or upon receipt of written request from District, with written notice from the District, Vendor shall delete all Confidential Student Data in its possession. Vendor shall complete such destruction within sixty (60) 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, if requested.

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. The Vendor may use de-identified information for evaluation, research and development of educational products and services, per FERPA. 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 to any unauthorized third party– 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. 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 \$2 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 that is due to the negligence or willful misconduct of Vendor or its third party service providers or subcontractors, or otherwise as a result of a material breach of this Agreement by Vendor. 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 data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District or third parties beyond the control of the Vendor, provided that if Vendor is required to indemnify District, Vendor's liability hereunder shall be reduced to the extent of the relative fault, if any, 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, including all actual costs, expenses, and reasonable attorney's fees, which may in any manner result from or arise out of this Agreement that is due to the negligence or willful misconduct of Vendor or its third party service providers or subcontractors, or otherwise as a result of a material breach of this Agreement by Vendor, except for claims resulting from or arising out of the District's negligence or willful misconduct or material breach of the Agreement by District, provided that if Vendor is required to indemnify District, Vendor's liability hereunder shall be reduced to the extent of the relative fault, if any, of the District. 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. 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. Notwithstanding the foregoing, Vendor retains all right, title and interest in and to any and all of Vendor's programs, products, software, materials, tools, forms, documentation, training and implementation materials and intellectual property.

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 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 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 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 written 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 an apportionment of the actual cost of the notification and investigation requirements set forth in KRS 61.933 if the breach is attributed to the negligence or omission of Vendor, its third party service providers, or its subcontractors.

6.4 In the event of a confirmed breach of District Data or Personal Information, Vendor agrees to retain a forensic recovery specialist 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 unauthorized use of District Data occurred or is likely to occur. Vendor shall 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 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 reasonably cooperate with the District to the extent necessary to expeditiously 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), through the signing of this Agreement.

- d. Notwithstanding the foregoing, the Vendor may use de-identified information for evaluation, research and development of educational products and services, per FERPA.

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.

The designated representative for the District for this Agreement is:

Name: _____ Title: _____
Address: 8330 US 42, Florence, KY 41042
Phone: (859) 283-1003 Email: _____

The designated representative for the Vendor for this Agreement is:

Name: _____ Attn: General Counsel Title: _____
Address: _____ 125 High Street, Boston, MA 02110
Phone: _____ 617-351-5000 Email: legalservices@hnhco.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 sixty (60) days 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 non-proprietary 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.

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.

10.3 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover actual costs and reasonable attorneys' fees. Vendor acknowledges that the District may seek legal remedies provided under state and federal law relating to the use or misuse of District Data by Vendor, its third party service providers, or subcontractors.

10.4 Cooperation with District Auditor. The District has the right to annually audit (either internally or via a third party) records of the Vendor relating to the performance of Provided Services or to data privacy processes and procedures. In the event of an annual audit, Vendor agrees to reasonably cooperate with District requests. Such audits shall be made no more than once per year, during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to the execution of Vendor's confidentiality agreement

containing reasonably standard terms, and scheduling according to the mutual convenience of the parties.

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 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 has a material objection to the successor to whom the Vendor is selling, merging, or otherwise disposing of its business, provided that all payments that are owed or due, in part or in full, under any service agreement or otherwise between the District and Vendor in existence at the time of such succession, are paid prior to termination.

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 and further agree to be bound to the terms herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties, this Agreement shall control.

[Remainder of this page intentionally left blank]

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: _____

Date: 6/12/2025

Printed Name: Jesse Parks

Title/Position: Board of Ed, Chair

HMH Education Company

By: Ashley Poreda

Date: 3/20/2025

Printed Name: Ashley Poreda

Title/Position: Lead Contracts Specialist

Exhibit A: Products and Service

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

Read 180, Math 180, Into Math/AGA, Coachly (core math), Into Literature (Currently under review to adopt)