



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU

Board of Education Meeting: 9/2/2025

Item Title: Subscription Agreement between  
Ellevation Education & BISD for  
State-required Compliance

X Action  
Information  
Discussion

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## **BACKGROUND:**

State Bilingual Education funds support Emergent Bilinguals (EBs) to attain English proficiency, develop academic achievement in core academic subjects, and meet the challenging state academic standards. The renewal of the Ellevation Compliance system will provide the support to ensure the continued TEA-required identification and monitoring of the ~13,000 Emergent Bilinguals' LPAC documentation, grades, attendance, discipline, academic progress, and assessment data/accommodations. Through Ellevation Compliance, the state-required EB documentation has been archived for the past 11 years and is linked with the district student information system, eSchool.

## **FISCAL IMPLICATIONS:**

Categorical funds: State Bilingual Categorical Funds

\$156,444.75

## **RECOMMENDATION:**

Recommend approval to reconsider the Subscription Agreement between Ellevation Education and Brownsville Independent School District for the Compliance platform in the amount of \$156,444.75 for the 2025-2026 school year to alleviate the use of much paperwork and time for the LPAC members, administrators, and classroom teachers. The use of this system will also ensure TEA and Federal compliance, safekeeping of student demographic information, auditable documents, and performance data, and streamline the Initial, Mid-Year, and End-of-Year LPAC process.

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**Approved for Submission to Board of Education:**

Carlos Olvera  
**Submitted by: Principal/Program Director**

**Recommended by: Asst. Supt./CFO**

Miguel Salinas  
**Reviewed by: Staff Attorney**

Beatriz Hernandez  
**Approved by: Chief Officer**

Jesus H Chavez  
**Dr. Jesus H. Chavez, Superintendent**

**When Necessary, Additional Background May Follow This.**

# Curriculum Associates, LLC Price Quote - Q-50707

Version: 2

Quote Date: 5/7/2025

Quote Expiration Date: 8/31/2025

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-notice>.

Company: Curriculum Associates, LLC

Customer: Brownsville Independent School District,  
TX

Representative: Yolanda Rios

Contact Name: Carlos Olvera

Email: yolanda.rios@ellevationeducation.com

Email: mrolvera@bisd.us

Phone: 617-307-5755

Phone: (956) 548-8271

Address: 153 Rangeway Road,  
North Billerica, MA 01862

Address: 1900 Price Road,  
Brownsville, TX 78521

Start Date: 7/1/2025

End Date: 6/30/2026

## Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Ellevation TX	14,190	\$12.25	10 %	\$156,444.75
Subscription Savings:				\$17,382.75
Subscription Total:				\$156,444.75

## Services Fees

Services Total:	\$0.00
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To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: yolanda.rios@ellevationeducation.com.

## Total Investment - Q-50707

Savings Total:	\$17,382.75
Grand Total:	\$156,444.75

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

RFP# 25-050

- 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 quote in order to avoid processing delays. Exemption certificates can also be submitted to [exempt@cainc.com](mailto:exempt@cainc.com).

**Curriculum Associates, LLC**

By (Signature):



Name (Print):

Marion Kennedy Amos

Title:

CEO Ellevation

Date:

May 12, 2025

**Brownsville Independent School District, TX**

By (Signature):

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: [yolanda.rios@ellevationeducation.com](mailto:yolanda.rios@ellevationeducation.com).



## **Ellevation® Terms and Conditions of Use as modified for Brownsville Independent School District**

**Last updated: July 26, 2023**

These Terms and Conditions of Use (the "TOU") apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC ("Ellevation"), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the "Services"). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" or "Customer" in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

### **License Grant.**

During the period of time specified in the applicable price quote agreed to by you and Ellevation (the "Price Quote"), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, "System" means Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

### **Restrictions.**

Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, "Customer User(s)" means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

### **Ownership and Rights**

Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System ("Feedback"), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation's intellectual property as a result of its furnishing Feedback or Ellevation's use of Feedback.

## Data Protection

**Privacy Policy.** Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy>, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

**Family Educational Rights and Privacy Act.** Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

**Parental Consent.** If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

### **i-Ready® Customers.**

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- **Onboarding.** i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- **i-Ready Dashboard.** Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- **Account Support.** i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- **Research with De-identified Data.** i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

**Data Security.** Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

### **Representation and Warranties; Disclaimers**

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly

### **Termination.**

Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.



Ellevation will provide thirty (30) days following the termination or expiration of your access to the System, with a one-time, delimited file export of its data from the System via SFTP regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

**Indemnification.**

To the extent permitted by the laws creating and authorizing Customer as a public entity, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

To the extent permitted by law, Ellevation will indemnify Customer and its Board, agents and employees harmless against any claims, demands, damages, liabilities and costs incurred by Customer which result from or arise in connection with the acts or omissions of Ellevation in the provision of the System or Services under this agreement.

**LIMITATION OF LIABILITY.**

IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**Choice of Law and Jurisdiction.**

Intentionally omitted.

**Use by Federal Government.**

The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.