



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 5/6/2025

Item Title: Ellevation & Summit K12 Data X Action  
Sharing Agreement Information  
Discussion

## **BACKGROUND:**

The Bilingual / ESL/ Title III Department has partnered with Summit K12 and Ellevation to provide TELPAS practice support and maintain and secure Emergent Bilingual student data. This additional agreement will allow Summit K12 to have access to TELPAS student results in order to generate a student personalized learning path. This agreement will also allow Summit K12 to share benchmark results with Ellevation.

## **FISCAL IMPLICATIONS:**

There are no fiscal implications for BISD.

## **RECOMMENDATION:**

Recommend approval of the data sharing agreement to allow Summit K12 to have access to TELPAS students results and also allow Summit K12 to share benchmark results with Ellevation at no cost to the district.

Carlos Olvera

Submitted by: Principal/Program Director

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Academic Officer

Approved for Submission to Board of Education:

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

When Necessary, Additional Background May Follow This.

## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Monday, April 14, 2025 9:49 AM  
**To:** Roxanne Eckstein  
**Cc:** Minerva Almanza  
**Subject:** Re: Data sharing agreement with Summit K12 and Ellevation

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The edits made by Ellevation shown in red are fine. The agreement is approved as to form.

Sincerely,  
Priscilla

---

**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Monday, April 14, 2025 8:14 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>  
**Subject:** RE: Data sharing agreement with Summit K12 and Ellevation

Ms. Lozano,

Just following up on this email below.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**  
Paralegal  
Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521  
Office: (956) 698-6379 • Fax: (956) 714-6400  
E-mail: [reckstein@bisd.us](mailto:reckstein@bisd.us)

**Roxanne Eckstein | Paralegal to Miguel Salinas & Administrative Support | Staff Attorney |  
Chief Academic Officer | Chief Operations Officer | Phone: 956.698.6379 | Fax: 956.714.6400  
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

**CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

This email and any files transmitted with it are the property of the Brownsville Independent School District, confidential, and intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or have reason to believe you received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

The Brownsville Independent School District does not discriminate based on race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs, or activities.

---

**From:** Roxanne Eckstein  
**Sent:** Thursday, April 10, 2025 3:37 PM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Minerva Almanza <malmanza1@bisd.us>  
**Subject:** FW: Data sharing agreement with Summit K12 and Ellevation

Ms. Lozano,

Please see the attached and email below for your review and approval.

Thanks,  
Roxy

---

**From:** Carlos Olvera <mrolvera@bisd.us>  
**Sent:** Thursday, April 10, 2025 2:31 PM  
**To:** Miguel Salinas <miguelsalinas@bisd.us>  
**Cc:** Roxanne Eckstein <reckstein@bisd.us>; Maria E. Portales <meportales@bisd.us>  
**Subject:** Data sharing agreement with Summit K12 and Ellevation

Mr. Salinas,

Ellevation reviewed the data sharing agreement created by BISD and they asked for some corrections. Please see the attachment. Please let me know how to proceed. By the way, Ellevation indicates that if you want to get on the phone with them to sort it out, that is fine.

**Please download the file to be able to see the recommendation in RED.**

We still need to give it to Summit K12 for review and signature.



## Carlos Olver

Bilingual / ESL / Title III Dir

📞 956-698-0757

✉️ mrolvera@bisd.us

🌐 <https://shorturl.at/Tgt>

📍 1900 East Price Road

---

This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

BISD does not discriminate on the basis of race, color, national origin, gender, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, género, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

## DATA SHARING AGREEMENT

This Data Sharing Agreement (the "Agreement") is made between Summit K-12, Curriculum Associate, LLC ("Ellevation") and Brownsville Independent School District (BISD or the "District"). The District, Summit K-12 and Ellevation will be collectively referred to as the "Parties."

### 1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. "Data" shall include, but is not limited to, the following: student data, employee data, user content, course content, materials, and any and all data and information that the District (or any authorized user(s)) provides, including uploads or entries, of District information. "Data" also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- B. The District owns and retains all rights, title and interest to, or has appropriate possessory rights in, Data. Summit K-12 and Ellevation make no claim of license, title or ownership to or in Data.
- C. All Data accessed or used by Summit K-12 and Ellevation will at all times be treated as confidential by Summit K-12 and Ellevation and will not be copied, used or disclosed by Summit K-12 and Ellevation for any purpose not related to providing services to the District. As outlined in more detail below, Summit K-12 and Ellevation recognize that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and Summit K-12 and Ellevation agree to comply with said restrictions.

### 2. PURPOSE, SCOPE AND DURATION.

- A. BISD has entered into an agreement with Summit K-12. BISD would like to share data with Summit K-12 and in turn allow Summit K to share with Ellevation to assist BISD with legitimate business purposes. The purpose of this Data Sharing Agreement ("Agreement") with Summit K-12 and Ellevation is to facilitate the sharing of personally identifiable data from BISD.
- B. For Summit K-12 and Ellevation to provide services to the District it is necessary for the District to allow that certain Data be shared with Summit K-12 via the Learning Management System and for Summit K to share data with Ellevation. This Agreement authorizes Summit K to receive and import TELPA Scores from all District campuses from students K-12<sup>th</sup> grades from Listening, Speaking, Reading, Writing, and Composite domains. This Agreement additionally authorizes Summit K-12 to share with Ellevation data that includes Connect to Literacy Progress Monitoring Benchmark Results from the following assessments:
  - Listening-Speaking pre-test, Interim, and Summative
  - Reading-Writing Pre-test, Interim, and Summative
- C. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Summit K-12 and Ellevation are a "school official" under FERPA and each has a legitimate educational interest in personally identifiable information from education records because Summit K-12 and Ellevation, each individual party: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of

## DATA SHARING AGREEMENT

education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- D. The parties expect and anticipate that Summit K-12 and Ellevation may receive personally identifiable information in education records from the District only as an incident of service or training that each provides to the District pursuant to this Agreement. Summit K-12 and Ellevation shall be permitted to use any such personally identifiable information in education records only as a function of performing its duties and obligations with respect to District. Summit K-12 and Ellevation represent that they will not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations with respect to District.
- E. This Agreement becomes effective immediately upon the date of execution and will remain in effect during the time that each provides services to the District. Summit K-12 and Ellevation agree to use said Data solely for the purpose of providing services to the District.
- F. At the conclusion of this Agreement Summit K-12 and Ellevation each agree to destroy or transfer to the District under the direction of the District all Data relating to the District, its students, and its employees that each may have in its possession or in the possession of any subcontractors or agents to which Summit K-12 and Ellevation may have transferred Data.

### 3. DATA COLLECTION.

Summit K-12 and Ellevation will only collect Data necessary to fulfill its duties as outlined in this Agreement.

### 4. DATA USE.

Summit K-12 and Ellevation will use Data only for the purpose of fulfilling its duties and providing and improving services under the Agreement they have with District.

### 5. MARKETING AND ADVERTISING PROHIBITED.

Summit K-12 and Ellevation will not use any Data to advertise or market to students, their parents, or District employees or officials.

### 6. DATA MINING.

Summit K-12 and Ellevation are prohibited from mining Data for any purposes other than those agreed in writing to by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data mining is defined as the process of analyzing data from different perspectives and summarizing it into useful information by finding correlations or patterns among data fields in relational databases.

### 7. DATA SHARING.

- A. Summit K-12 and Ellevation will not share Data with any additional parties, including but not limited to an authorized subcontractor or non-employee agent, without prior written consent of the District.
- B. In the event any person(s) seeks to access any Data beyond the access that is provided to Summit K-12's and Ellevation's employees for purposes of providing services to the District under this Agreement, the respective party will promptly inform the District of such request in

## DATA SHARING AGREEMENT

writing unless expressly prohibited by law or judicial order. The District will respond to all requests for Data received by Summit K-12 and Ellevation; Summit K-12 and Ellevation will not respond in any way to such requests for Data. Summit K-12 and Ellevation will only retrieve requested Data upon receipt of, and in accordance with, written directions by the District and will only provide such Data with express written consent from the District.

- C. Should Summit K-12 or Ellevation receive a court order or lawfully issued subpoena seeking the release of such Data or information, the respective party will promptly provide notification in writing to the District of its receipt of such court order or lawfully issued subpoena and will promptly provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested Data or information.

### 8. DATA TRANSFER OR DESTRUCTION.

Summit K-12 and Ellevation will ensure that all Data in its possession and in the possession of any subcontractors or agents to which they may have transferred Data are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for the specified purpose. District shall have 30 days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether District makes such a written request, and except as otherwise provided in this Agreement, within 90 days of the termination or expiration of this Agreement Ellevation will securely destroy any and all of District's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

### 9. RIGHTS AND LICENSE IN AND TO DATA.

Parties agree that all rights, including all intellectual property rights, to Data will remain the exclusive property of the District, and Summit K-12 and Ellevation have a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Summit K-12 or Ellevation any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

### 10. ACCESS.

Any Data held by Summit K-12 or Ellevation will be made available to the District immediately upon request by the District.

### 11. SECURITY CONTROLS.

- A. Summit K-12 and Ellevation will store and process Data in accordance with industry standard practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
- B. Summit K-12 and Ellevation will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- C. Summit K-12 and Ellevation will also have a written incident response plan, which will include but is not limited to, prompt notification to the District in the event of a security or privacy incident, as well as procedures for responding to a breach of any of the District's Data in their possession. Summit K-12 and Ellevation agree to share a summary of their incident response plan upon request.

## DATA SHARING AGREEMENT

### 12. NOTIFICATION OF AMENDMENTS TO POLICIES.

- A. Summit K-12 and Ellevation will not change how Data is collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the District.
- B. Summit K-12 will provide notice to the District of any proposed change to its Terms of Use, Privacy Policy, and or any similar policies/procedures thirty (30) days prior to the implementation of any such change. Ellevation will conspicuously post a notice on its website before any material changes are made to its privacy policies. The District may terminate the Agreement with Summit K-12 or Ellevation upon notification of amendment to such terms.

### 13. NOTIFICATION OF DATA BREACH.

- A. When Summit K-12 or Ellevation becomes aware of an actual security breach concerning any Data covered by this Agreement, the respective party will promptly notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. District acknowledges and agrees that Summit K-12 shall be responsible for all Data in its possession and control. Ellevation shall have no liability or responsibility for any unauthorized disclosures of Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of Summit K-12.
- B. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the District's discretion, result in the District immediately terminating this Agreement and refusing to enter into a contract with the party or otherwise allow the party access to any District Data for a period of not less than five (5) years.
- C. In addition to and notwithstanding any termination provision set forth in the underlying agreement(s), in which the District shares or permits the sharing of Data with Summit K-12 and Ellevation, this Agreement and such underlying agreement(s) may be terminated by the District if the breaching party fails to cure such breach within thirty (30) days of receiving written notice from the District of such breach (or such longer time necessary to cure such breach if the breach cannot be cured in 30 days). The Party in breach will identify to the nonbreaching Party all steps taken to cure such breach and the estimated timeframe for such cure.

### 14. INDEMNIFICATION.

Summit K-12 and Ellevation will indemnify and hold harmless the District and its officers, agents, subcontractors, and employees, from any and all third party claims, losses, suits or liability, including reasonable attorneys' fees for damages or costs resulting from its acts or omissions, or its officers, agents, subcontractors, or employees while performing under this Agreement.

### 15. TERMINATION

The District may terminate this Agreement at any time at its discretion upon written notification. If the District terminates the Agreement, or if Summit K-12 or Ellevation cease to perform services for the District that requires access to Data, each party will return to the District all Data delivered to it or collected during the course of the Agreement in accordance with Section 8. Further, each party will certify to the District in writing within 30 (30) business days that all copies of the Data stored in any manner by the party have been returned to the District and permanently erased or destroyed in accordance with Ellevation's data retention and destruction policy. These practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable but do not include simple file deletions or media high level formatting operations.



# DATA SHARING AGREEMENT

## 16. SEVERABILITY


The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.

## 17. ENTIRE AGREEMENT.

This document states the entire Agreement between Summit K-12, Ellevation and the District with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Cameron County, Texas, for any dispute arising out of this Agreement.

**Summit K-12**

**Brownsville Independent School District**

  
\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Signature of Authorized Representative*

Youssef Al Bakisar  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*


System Administrator  
\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Position*

04/16/2025  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Curriculum Associates, I.I.C**

  
\_\_\_\_\_  
*Signature of Authorized Representative*

Marian Kennedy Amos  
\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

CEO, Ellevation  
\_\_\_\_\_  
*Position*

\_\_\_\_\_  
*Position*

4/14/2025  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU

Board of Education Meeting: 08/06/24

Item Title: Subscription Agreement between  
Ellevation Education & BISD for  
Compliance and Instructional  
Strategies

X Action  
Information  
Discussion

## **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 system will provide the support to ensure the continued TEA-required monitoring of the ~14,700 Emergent Bilinguals' LPAC documentation, grades, attendance, discipline, academic progress, and assessment data/accommodations. Through Ellevation, the state-required EB documentation has been archived for the past 10 years and is linked with the district student information system, eSchool. The Ellevation system also provides instructional strategies that teachers can access through the C&I Curriculum Frameworks and implement with their students to improve TELPAS performance in the areas of listening, speaking, reading, and writing.

## **FISCAL IMPLICATIONS:**

Categorical funds: State Bilingual Categorical Funds	\$166,955.85
Categorical funds: State Bilingual Categorical 10% Funds	\$217,157.22
	\$384,113.07

## **RECOMMENDATION:**

Recommend approval of Subscription Agreement between Ellevation Education and Brownsville Independent School District for Compliance and instructional strategies for Emergent Bilingual students in the amount of \$384,113.07 for the 2024-2025 school year.

Carlos Olvera

Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

Recommended by: Asst. Sup<sup>t</sup> Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Officer

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

When Necessary, Additional Background May Follow This.

## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Thursday, June 20, 2024 11:22 AM  
**To:** Roxanne Eckstein; Kevin O'Hanlon; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** [EXTERNAL]Re: 2024-2025 Ellevation Agreement Strategies Quote Ellevation Platform Quote

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved as to form.

Sincerely,

Priscilla

---

**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Tuesday, June 18, 2024 9:26 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** 2024-2025 Ellevation Agreement Strategies Quote Ellevation Platform Quote

Ms. Lozano,

Please see the attached agreement for your review and approval for the August board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

 **Go Green! Please do not print unless completely necessary.**

**CONFIDENTIALITY STATEMENT:** This message and all attachments are confidential and may be protected by the attorney-client and other privileges. Any review, use, dissemination, forwarding, printing, copying, disclosure or distribution by persons other than the intended recipients is prohibited and may be unlawful. You must delete this message and any copy of it (in any form) without disclosing it. Unless expressly stated in this e-mail, nothing in this message should be construed as a digital or electronic signature.

This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

The Brownsville Independent School District does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.



**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.

Curriculum Associates, LLC Price Quote - Q-43090

Version: 1  
Quote Date: 3/8/2024  
Quote Expiration Date: 7/31/2024

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: 7/1/2024	End Date: 6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
2024 - Ellevation TX	15,282	\$11.50	5 %	\$166,955.85
			Subscription Savings	\$8,787.15
			Subscription Total	\$166,955.85

Services Fees

			Services Total:	\$0.00
--	--	--	-----------------	--------

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



Total Investment - Q-43090

Savings Total:	\$8,787.15
Grand Total:	\$165,955.85

Invoicing Schedule: Up Front, In Full      Payment Term: Net 30      Contract Term: 12

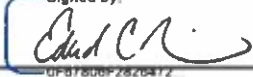
- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

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

Curriculum Associates, LLC

Signed by:

By (Signature):



Name (Print):

Edward Rice

Title:

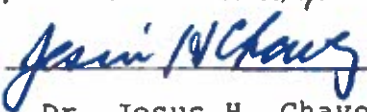
President & Co-Founder, Ellevation

Date:

Aug-16-2024

Brownsville Independent School District, TX

By (Signature):



Name (Print):

Dr. Jesus H. Chavez

Title:

Superintendent

Date:

08/06/2024

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.

# Curriculum Associates, LLC Price Quote - Q-43088

Version: 1  
Quote Date: 3/8/2024  
Quote Expiration Date: 7/31/2024

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: 7/1/2024	End Date: 6/30/2025

## Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Strategies	15,282	\$14.50	2 %	\$217,157.22
Subscription Savings				\$4,431.78
Subscription Total				\$217,157.22

## Services Fees

Services Total:	\$0.00
-----------------	--------

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

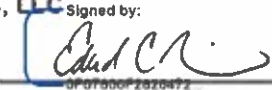
Total Investment - Q-43088


Savings Total:	\$4,431.76
Grand Total:	\$217,157.22

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

Curriculum Associates, LLC Signed by:  
By (Signature):   
Name (Print): Edward Rice  
Title: President & Co-Founder, Ellevation  
Date: Aug-16-2024

Brownsville Independent School District, TX  
By (Signature):   
Name (Print): Dr. Jesus H. Chavez  
Title: Superintendent  
Date: 08/06/2024

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)