

## VENDOR AGREEMENT

***THIS IS AN AGREEMENT***, made as of the 17th day of September, 2025, by and between, Curriculum Associates, LLC, with an address of 153 Rangeway Road, North Billerica, Massachusetts 01862, hereinafter referred to as the "**Vendor**", and **Onondaga-Cortland-Madison Board of Cooperative Educational Services**, hereinafter referred to as "**OCM BOCES**", having the principal office at 110 Elwood Davis Drive, Liverpool, New York and a mailing address of PO Box 4754, Syracuse, New York 13221. Vendor and OCM BOCES shall be collectively referred to as the "Parties".

### RECITALS

**WHEREAS**, OCM BOCES desires to engage the Vendor to perform the services and/or receive the products as described in Schedule "A"; and

**WHEREAS**, Vendor desires to provide the services and/or products as described in Schedule "A"; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, the following covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OCM BOCES and the Vendor hereby agree as follows:

### AGREEMENT

#### Section 1. Term.

The term of this Agreement shall commence on the date set forth above and shall terminate when the services set forth in Schedule "A" (Scope of the Work) and any Statement of Work ("SOW") have been completed. Such Statement of Work shall be substantially similar in format and terms and conditions as the one set forth in Schedule "B". Schedule "A" and "B" are attached hereto and incorporated by reference. In no event shall the term be longer than the one (1) year anniversary date of the commencement of this Agreement.

#### Section 2. Obligations.

- (a) The Parties shall:
1. provide the services and obligations as set forth herein including any schedules and/or appendices attached hereto;
  2. furnish their own materials, equipment, supplies, personnel and other resources necessary to fulfill their obligations under this Agreement; and
  3. communicate through their Authorized Agents and in the methods set forth in Section 3 of this Agreement.

#### Section 3. Authorized Agents.

The Vendor designates:

Customer Contracts  
Curriculum Associates, LLC  
153 Rangeway Road  
North Billerica, Massachusetts 01862  
800-225-0248  
[Customer.Contracts@cainc.com](mailto:Customer.Contracts@cainc.com)

Colleen Viggiano  
OCM BOCES  
PO BOX 4754  
Syracuse, New York 13221  
315-433-2600  
[cviggiano@comboces.org](mailto:cviggiano@comboces.org)

as the Authorized Agent of the Vendor and OCM BOCES for exchange of all communications pursuant to this Agreement. In the event that either party seeks to terminate the Agreement, written notice shall also be provided to the above-named designee.

#### **Section 4. Fees.**

The Vendor shall be compensated as set forth in Schedule "A". OCM BOCES will issue a valid purchase order and Vendor will issue an invoice based upon such purchase order; payment shall be provided to Vendor within thirty (30) days of receipt of full invoice.

#### **Section 5. Records.**

- (a) In the course of performance of this Agreement with the Vendor, either party may have need and eligibility for access to certain restricted records of the other party, such as student records; or may come into contact with such records by error or inadvertence. Access to student records shall be governed by Family Educational Rights and Privacy Act (FERPA) and NYS Education Law; and access to Vendor records is subject to all other applicable state and federal laws. In the event that Vendor will come into contact with teacher and/or student records, Vendor shall comply with the data privacy provisions contained in New York Education Law Section 2-d, its accompanying regulations and provisions contained in Schedule "C", attached hereto and incorporated by reference.
- (b) Each party, its officers, employees and agents shall be responsible for maintaining privacy protocols meeting or exceeding all applicable state or federal laws and regulations, including FERPA, with reference to the performance of their duties and the preparation, maintenance and control of records created or used in the performance of the contract; and shall timely report any inadvertent access and return any such record and all copies thereof to the Vendor.
- (c) The Parties shall not release any personal or confidential information of any student to any third party. This personal or confidential information includes but is not limited to student identification numbers, student social security numbers, psychological or educational records of students, and medical records of students. At the conclusion of the term of this Agreement, OCM BOCES shall have thirty (30) days to provide Vendor with written request for a one-time delimited file export of any personal or confidential information of any OCM BOCES student. All such information will be deleted in 90 days. For the purposes of this Agreement and for the avoidance of doubt, personal or confidential information does not include de-identified data, which refers to data generated from usage of Vendor's proprietary software solutions from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual ("De-identified Data"). Vendor maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under FERPA.

#### **Section 6. Termination.**

Except as otherwise provided herein, each party has the right to terminate this Agreement upon sixty (60) days prior written notice of same sent to the other party by U.S. Postal Service certified mail, return receipt requested, at the address indicated above. In the event of termination, BOCES shall receive a pro-rata refund for services not yet provided as of the termination date.

## **Section 7. Status as Independent Contractor.**

Each party represents and warrants that it is an independent contractor and shall neither hold itself out as, nor claim to be, an officer or employee of the other, and further shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other.

## **Section 8. Tax.**

OCM BOCES is exempt from paying excise or sales taxes of any jurisdiction, neither will it accept or pay any invoices or vouchers for such taxes. Vendor does and will pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with the provisions of all applicable state unemployment insurance, disability benefits, and withholding tax laws, the Federal Insurance Contributions Act and Federal Unemployment Tax Act and Federal Internal Revenue Code, and does and will comply with all other local, state, and federal laws, regulations, and requirements applicable to its employees or affecting their compensation or conditions of employment applicable to the Vendor or the performance of its services hereunder. Each party understands and agrees that (A) neither party nor its employees, contractors, or agents will be treated as the other party's employees for federal tax purposes, (B) neither party will withhold on the other party's or its employees' behalf any sums for income, FICA or any other taxes; workers' compensation and/or unemployment insurance premiums; and/or social security or any other withholding (collectively, "**Employer Obligations**") pursuant to any federal or state laws or government requirements or make available any of the employment benefits afforded to its own employees ("**Benefits**"), (C) all such Employer Obligations and Benefits, if any, are the sole responsibility of the party incurring the liability and (D) each party will indemnify and hold the other party harmless from and against any and all costs, losses, damages or any other liability arising from or related to the employing party's Employer Obligations and/or Benefits, if any. Should the Internal Revenue Service ("**IRS**") or any other government agency question or challenge the parties' herein described independent contractor status, the party first learning thereof promptly shall notify the other party hereto, verbally and in writing, and afford the other party the opportunity to participate in any discussions and/or negotiations with the IRS or with the other government agency, to the extent that the IRS and/or the other government agency permits.

## **Section 9. Equal Employment Opportunity.**

Each party agrees that it will not discriminate against its employees (if any) with respect to terms and conditions of employment because of race, color, religion, gender, age, disability, national origin, sexual orientation, or marital or veteran status, in violation of any federal or state Civil Rights Acts or the Americans with Disabilities Act. Each party also agrees to make a good faith effort to employ minority group persons and females in the hiring of employees for performance of services under this Agreement.

## **Section 10. Workers' Compensation.**

Each party shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York. Upon request, each party shall provide to the other proof such insurance, duly subscribed by an insurance carrier, that such Workers' Compensation coverage has been secured.

## **Section 11. Compliance with All Laws.**

Both Parties agree that, during the term of this Agreement, it and all employees (if any) working under its direction shall strictly comply with all applicable local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way its actions during such performance of the services required by this Agreement.

## **Section 12. Defense & Indemnification.**

- (a) Except as provided for herein and subject to applicable law and lawful appropriations, OCM BOCES hereby agrees to defend and indemnify the Vendor against any and all third-party claims, suits and liability, including but not limited to all reasonable attorneys' fees, which the Vendor may incur in consequence of OCM BOCES' breach of this Agreement or its negligent acts or omissions.
- (b) Vendor hereby agrees to defend and indemnify the OCM BOCES, its Board of Education, officers, employees and administrators against any and all third-party claims, suits and liability, including but not limited to all reasonable attorneys' fees, which OCM BOCES may incur in consequence of Vendor's breach of this Agreement or its negligent acts or omissions.

## **Section 13. Applicable Law, Venue & Dispute Resolution.**

This Agreement shall be governed by and under the laws of the State of New York without reference to its conflict of laws principles. In the event that a dispute arises between the parties, the exclusive venue for the resolution of such dispute shall be a New York State or Federal court of competent jurisdiction sitting in Onondaga County, New York. Nothing in this section shall preclude the parties from mutually agreeing to mediation, arbitration or other alternative dispute resolution device.

## **Section 14. Non-Waiver.**

In the event that the terms and conditions of this Agreement are not strictly enforced, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the parties from enforcing each and every term of this Agreement thereafter.

## **Section 15. Severability.**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

## **Section 16. Execution of Contract.**

This Agreement may be signed in counterparts by each party; and versions of this Agreement transmitted by fax machine or email, including signatures transmitted by fax or email shall be deemed to be originals for all purposes.

## **Section 17. Insurance.**

Vendor shall comply with the insurance requirements set forth in Schedule "D", attached hereto and incorporated by reference.

## **Section 18. Assignment.**

Except as otherwise provided for herein, neither party shall assign or transfer its obligations under this Agreement, or any part thereof, or any interest therein, without first receiving prior written approval from the other party. Any unauthorized assignment or transfer shall be null and void.

**Section 19. Users.**

Vendor acknowledges OCM BOCES is a public corporation established under the laws of the State of New York in order to provide cost effective shared services to school districts, other BOCES and/or select municipalities under contract with OCM BOCES. Vendor acknowledges and agrees each BOCES, school district and/or municipality shall be considered an authorized "User" and collectively referred to as "Users" of Vendor's services under this Agreement so long as an applicable SOW is fully executed by OCM BOCES, Vendor and such User.

**Section 20. Subcontracting.**

Vendor may not use subcontractors in fulfilling its responsibilities to OCM BOCES, its employees or agents, and/or educational agencies which contract with OCM BOCES for the provision of Vendor's services. Vendor shall ensure that all cloud hosting providers and vendors used to deliver services under this Agreement are subject to substantially similar terms and conditions as those contained in this Agreement.

**Section 21. Miscellaneous.**

- (a) Except as otherwise set forth herein, neither party shall make any representations or commitments on behalf of the other party.
- (b) The Parties shall comply with all federal, state and local laws, rules and regulations that apply to its obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- (d) Each party represents and warrants it:
  - 1. possess all licenses, certifications and permits necessary to perform its respective obligations under this Agreement;
  - 2. shall fulfill its obligations under this Agreement in a professional and competent manner consistent with generally accepted industry standards; and
  - 3. is fully qualified by training and experience to perform its obligations under this Agreement.

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**Section 22. Extent of Agreement.**

This Agreement contains the entire agreement between the parties with respect to the subject matter herein, and this Agreement supersedes all prior negotiations, understandings and agreements whether oral or written between the parties with respect to the subject matter herein. This Agreement may not be amended, terminated (except as provided above) or modified orally or by any course of conduct or usage of trade but only by the mutual written agreement of the parties.

**Section 23. Force Majeure.**

If the event is canceled or BOCES is closed due to unforeseen circumstances including but not limited to illness, weather, acts of God, strikes, slow downs, act of war, terrorism, national or state of emergency, flight cancellation or delays, Agency facility closes, BOCES facility closes, epidemic or the like, natural disaster, civil disturbance, explosion, order of any government authority, act of public enemy, shortage of labor or supplies, technology failure, or any other cause not reasonably in control of the Parties, or the like, BOCES shall not be responsible for any fees or expenses that occur due to such cancellation.

***IN WITNESS WHEREOF***, the parties have duly executed this Agreement on the day and year first above written.

***OCM BOCES***

***VENDOR***





By: Suzanne Slack  
Its: Assistant Superintendent for Administration

By: Marion Kennedy Amos  
Its: CEO, Ellevation

Date: 11 / 25 / 2025

Date: 11/21/2025

## **Schedule "C"**

### **New York State Education Law Section 2-d**

This Schedule "C" is part and parcel to the Vendor Agreement dated September 17, 2025 by and between Curriculum Associates, LLC ("Vendor") and Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

#### **DATA PRIVACY AND SECURITY AGREEMENT**

1. For purposes of this Schedule "C", terms shall be defined as follows:
  - a. "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
  - b. "Commercial Purpose" or "Marketing Purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve or market products or services to students.
  - c. "Disclose" or "Disclosure" means to permit access to, or the release, transfer, or other communication of Personally Identifiable Information (as defined below) by any means, including oral, written, or electronic, whether intended or unintended.
  - d. "Education Records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
  - e. "Eligible Student" means a student who is eighteen years or older.
  - f. "Encryption" means methods of rendering Personally Identifiable Information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
  - g. "Parent" means a parent, legal guardian, or person in parental relation to a student.
  - h. "Personally Identifiable Information," as applied to student data, means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and as applied to teacher and principal data, means personally identifiable information as such term is defined in N.Y. Education Law §3012-c (10).
  - i. "Release" shall have the same meaning as Disclosure or Disclose.
  - J. "Student" means any person attending or seeking to enroll in an educational agency.



- k. "Student Data" means Personally Identifiable Information from the student records of an educational agency. For purposes of this Schedule, "student data" includes information made accessible to the Vendor by OCM BOCES, OCM BOCES officers, OCM BOCES employees, OCM BOCES agents, OCM BOCES students, and/or the officers, employees, agents, and/or students of educational agencies with whom OCM BOCES contracts. For the avoidance of doubt, "Student Data" and Personally Identifiable Information do not include De-identified Data. Nothing in this Agreement will prevent Vendor from using De-identified Data, for product development, product functionality and research purposes, as permitted under FERPA.
  - l. "Teacher or Principal Data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of N.Y. Education Law §§ 3012-c and 3012-d. For purposes of this Schedule, "Teacher or Principal Data" includes information made accessible to the Vendor by OCM BOCES, OCM BOCES officers, OCM BOCES employees, OCM BOCES agents, OCM BOCES students, and/or the officers, employees, agents, and/or students of educational agencies that contract with OCM BOCES in order to access the Vendor's services. Notwithstanding the foregoing, nothing in this Agreement will prevent Vendor from using De-identified Data, for product development, product functionality and research purposes, as permitted under FERPA.
  - m. "Unauthorized Disclosure" or "Unauthorized Release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.
- 2. The Vendor agrees that the security, confidentiality, and integrity of student data and/or teacher or principal data shall be maintained in accordance with:
    - a. Applicable state and federal laws that protect the confidentiality of Personally Identifiable Information;
    - b. The terms and conditions of this Agreement, including but not limited to the OCM BOCES Parents Bill of Rights for Data Security and Privacy and the Supplemental Information to Parents Bill of Rights for Data Privacy and Security, attached hereto as Exhibit A and incorporated by reference; and
    - c. Applicable OCM BOCES policies, which can be accessed on the OCM BOCES website at: <https://go.boarddocs.com/ny/ocmboces/Board.nsf/Public>.
  - 3. Vendor may not use subcontractors in fulfilling its responsibilities to OCM BOCES.
  - 4. Vendor agrees that it will disclose student data and/or teacher or principal data only to those officers or employees who need access to provide the contracted services. Vendor further agrees that any of its officers or employees who have access to Personally Identifiable Information will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to that data which shall include but not be limited to security awareness training to all staff on topics, including Personally Identifiable Information and requirements under New York State law.
  - 5. The exclusive purpose for which Vendor is being provided access to Personally Identifiable Information is to provide software and training services for educators of English language learners. Vendor does not monitor or use Personally Identifiable Information for any reason other than as part of providing its services.




6. Student Data and/or Teacher or Principal Data received by Vendor shall not be disclosed, sold or used for a Commercial or Marketing Purpose.
7. Term and Termination. This Schedule between Vendor and OCM BOCES shall terminate on August 15, 2026 or when services set forth in Schedule "A" (Scope of the Work) have been completed. Schedule "A" is attached hereto and incorporated by reference. In no event shall the term be longer than the one (1) year anniversary date of the commencement of this Agreement.
8. Upon termination of this Agreement, OCM BOCES shall have thirty (30) days to request in writing a one-time delimited file export of all Student Data and Teacher/Principal Data. All such data will be deleted within ninety (90) days of termination. Upon written request from OCM BOCES, Vendor shall assist OCM BOCES and any educational agencies that contracts with OCM BOCES for the provision of Vendor's services in exporting any and all Student Data and or Teacher or Principal Data previously received by Vendor back to OCM BOCES or the educational agency that generated the Student Data and/or Teacher or Principal Data. For the avoidance of doubt, Student Data referenced herein does not include De-identified data, which refers to data generated from usage of Ellevation's proprietary software. Vendor shall thereafter securely delete or otherwise destroy any and all Student Data and/or Teacher or Principal Data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data) as well as any and all Student Data and/or Teacher or Principal Data maintained on behalf of Vendor in secure data center facilities. Absent such request, Vendor shall destroy Student Data within 90 days of expiration or termination of the Agreement. Vendor shall ensure that no copy, summary, or extract of the Student Data and/or Teacher or Principal Data or any related work papers that contain Student Data and/or Teacher or Principal Data are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the aforementioned secure data center facilities. Any and all measures related to the extraction, transmission, deletion, or destruction of Student Data and/or Teacher/ Principal Data will be accomplished utilizing an approved method of confidential destruction, including, shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using industry-standard methods of electronic file destruction. Vendor may continue to be in possession of any De-identified Data (i.e., data that has had all direct and indirect identifiers removed), provided they agree not to attempt to re-identify De-identified Data and not to transfer De-identified Data to any party, unless that party has agreed in writing not to attempt re-identification of De-identified Data. In response to receipt of written request from OCM BOCES, Vendor will provide a certification to OCM BOCES from an appropriate officer that the requirements of this paragraph have been satisfied in full.
9. In the event that a parent, student, or eligible student wishes to challenge the accuracy of Student Data concerning that student or eligible student, that challenge shall be processed through the procedures provided by OCM BOCES or the educational agency that generated the student data for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a teacher or principal wishes to challenge the accuracy of the teacher or principal data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.
10. Student Data and/or Teacher or Principal data transferred to Vendor will be stored in electronic format on systems maintained by Vendor in a secure data center facility located in the United States, or a data facility maintained by a Board of Cooperative Educational Services. In order to protect the privacy and security of Student Data and/or Teacher or Principal Data stored in that manner, Vendor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures shall include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

11. Vendor acknowledges that it has the following obligations with respect to any student data and/or teacher or principal data provided by OCM BOCES and/or the educational agencies which contract with OCM BOCES for the provision of Vendor's services, and any failure to fulfill one of these obligations set forth in New York State Education Law § 2-d and/or 8 N.Y.C.R.R. Part 121 shall also constitute a breach of its agreement with OCM BOCES:
- a. Limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of § 2-d and the Family Educational Rights and Privacy Act;
  - b. Not use, sell, disclose or facilitate the use of Personally Identifiable Information, education records/and or student data for any purpose (including for a Commercial or a Marketing Purpose) other than those explicitly authorized in this Agreement;
  - c. Not disclose any Personally Identifiable Information to any other party who is not an authorized representative of the College using the information to carry out Vendor's obligations under this Schedule, unless (i) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
  - d. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Personally Identifiable Information in its custody;
  - e. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
  - f. Notify OCM BOCES, and any educational agency that contracts with OCM BOCES for Vendor's services, of any breach of security resulting in an unauthorized release of OCM BOCES Student Data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but not more than seven (7) calendar days after discovery of the breach;
  - g. Where a breach or unauthorized release of Personally Identifiable Information is attributable to Vendor, Vendor will pay or reimburse OCM BOCES and/or any educational agencies which contract with OCM BOCES for the provision of the Vendor's services for the cost of any notifications OCM BOCES and/or such other educational agencies is/are required to make by applicable law, rule, or regulation; and
  - h. Vendor will cooperate with OCM BOCES, any educational agency that contracts with OCM BOCES for Vendor's services, and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Personally Identifiable Information.

12. In the event of a data security and privacy incident implicating the Personally Identifiable Information of students, teachers, and/or principals of OCM BOCES or educational agencies which contract with OCM BOCES for the provision of Vendor's services:
  - a. Vendor has an Incident Response Policy that is established to require the creation and maintenance of a structured Incident Response Plan to guide its response to security events, incidents, and breaches of the security of Vendor's services or corporate IT infrastructure. Security incidents are reported and monitored by Vendor. Notification of 48 hours is provided when a data breach is confirmed.
  - b. Vendor will notify OCM BOCES, and any educational agency that contracts with OCM BOCES for Vendor's services, of any such incident in accordance with Education Law § 2-d, 8 N.Y.C.R.R. Part 121, and paragraph I l(f), above.
13. This Schedule, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, constitutes the entire understanding of the Parties with respect to the subject matter thereof. The terms of this Schedule, together with the signed Parents Bill of Rights for Data Privacy and the Security and Supplemental Information to Parents Bill or Rights for Data Privacy and Security, shall supersede any conflicting provisions of Vendor's terms of service or privacy policy.
14. If any provision of this Schedule shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision to this SCHEDULE is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. This Schedule shall be governed by the laws of the State of New York. The Parties hereto agree that exclusive venue for any litigation, action or proceeding arising from or relating to this Schedule shall lie in the state and federal courts located in Onondaga County, New York, and the Parties expressly waive any right to contest such venue for any reason whatsoever.

In witness of the foregoing, the duly authorized representatives of the Parties have signed this Schedule as of the Effective Date set forth above.

**VENDOR**

By:   
**Name:** Marion Kennedy Amos  
**Title:** CEO, Ellevation

**OCMBOCES**

By:   
**Name:** Suzanne Slack  
**Title:** Assistant Superintendent for Administration

## **EXHIBIT A: PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

This Exhibit A is part and parcel to the Data Privacy and Security Agreement dated September 17<sup>th</sup>, 2025, by and between Curriculum Associates, LLC ("Vendor") and the Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

OCM BOCES is committed to protecting the privacy and security of Student, Teacher, and Principal Data. In accordance with New York Education Law § 2-d, OCM BOCES wishes to inform the community of the following:

1. A student's Personally Identifiable Information (PII) cannot be sold or released for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at: <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with OCM BOCES/CNYRIC about possible privacy breaches of student data by OCM BOCES/CNYRICs third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to: OCM BOCES, PO Box 4754, Syracuse, NY 13221. Phone: 315-433-2600; e-mail: [cviggiano@ocmboces.org](mailto:cviggiano@ocmboces.org).
6. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email: [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov).


### **Supplemental Information to Parents Bill or Rights for Data Privacy and Security:**

1. The exclusive purpose for which Vendor is being provided access to Personally Identifiable Information is to provide software and training services for educators of English language learners. Vendor does not monitor or use customer content for any reason other than as part of providing our services.
2. Student Data and/or Teacher or Principal Data received by Vendor, or by any assignee of Vendor, will not be sold or used for marketing purposes.
3. Vendor agrees that any of its officers or employees who have access to Personally Identifiable Information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data which shall include but not be limited to security awareness training to all staff on topics, including Personally Identifiable Information and requirements under New York State law. Training shall be conducted on an annual basis.
4. The Agreement between Vendor and OCM BOCES expires on August 15, 2026 unless terminated by the Parties in accordance with the terms of the Agreement. Upon expiration or termination of the Agreement, OCM BOCES shall have thirty (30) days to request in writing a one-time delimited file export of all Student Data and Teacher/Principal Data. All such data will be deleted within ninety (90) days of termination. Upon written request, Vendor will assist OCM BOCES in exporting any and all Student Data and/or Teacher or Principal Data previously received by Vendor back to OCM BOCES. For the avoidance of doubt, Student Data referenced herein does not include De-identified data, which refers to data generated from usage of Ellevation's proprietary software. Vendor shall thereafter securely delete or otherwise destroy any and all Student Data and/or Teacher or Principal Data remaining in its possession (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies of such data) as well as any and all Student Data and/or Teacher or Principal Data maintained on its behalf in secure data center facilities. Vendor will ensure that no copy, summary, or extract of the Student Data and/or Teacher or Principal Data, or any related work papers, are retained on any storage medium whatsoever by Vendor or the aforementioned secure data center facilities. Any and all measures related to extraction, transmission, deletion, or destruction of Student Data and/or Teacher or Principal Data will be completed within thirty (30) days of the expiration of the agreement between OCM BOCES and Vendor with written request. To the extent the Vendor may continue to be in possession of any De-identified Data (i.e., data that has had all direct and indirect identifiers removed), they/it will not attempt to re-identify De-identified Data and will not transfer De-identified Data to any party unless that party has agreed in writing not to attempt re-identification of De-identified Data.
5. In the event that a parent, student, or eligible student wishes to challenge the accuracy of Student Data concerning that student or eligible student, that challenge shall be processed through the procedures provided by the OCM BOCES for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that a Teacher or Principal wishes to challenge the accuracy of the Teacher or Principal Data that is collected, he or she may do so consistent with applicable provisions of 8 N.Y.C.R.R. Part 30 and the applicable educational agency's Annual Professional Performance Review Plan.



- 6 Student Data and/or Teacher or Principal Data transferred to Vendor will be stored in electronic format on systems maintained by Vendor in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States. In order to protect the privacy and security of Student Data and/or Teacher or Principal Data stored in that manner, Vendor will take measures aligned with industry best practices and the NIST Cybersecurity Framework Version 1.1. Such measures include, but are not necessarily limited to disk encryption, file encryption, firewalls, and password protection.
- 7 Any student data and/or teacher or principal data possessed by Vendor will be protected using encryption technology while in motion, in its custody and at rest.

Acknowledged and agreed to by Vendor:

Signature: 

Name: Marion Kennedy Amos

Title: CEO, Ellevation

Date: 11/21/2025

**Schedule "D"**  
**Insurance Requirements**

This Schedule "D" is part and parcel to the Vendor Agreement dated September 17, 2025 by and between Curriculum Associates, LLC ("Vendor") and Onondaga Cortland Madison Board of Cooperative Educational Services ("OCM BOCES").

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Vendor hereby agrees to effectuate the naming of OCM BOCES as an additional insured on the Vendor's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
2. The policy naming OCM BOCES as an additional insured shall:
  - a. Be an insurance policy from an A.M. Best rated "secured" insurer, authorized to conduct business in New York State; and
  - b. State that the Vendor's coverage shall be primary coverage for OCM BOCES, its Board, employees and volunteers.
3. OCM BOCES shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance. The decision to accept an alternative endorsement rests solely with OCM BOCES.
4. The Vendor agrees to indemnify OCM BOCES for any applicable deductibles.
5. Required Insurance:
  - a. **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - b. **Workers' Compensation and N.Y.S. Disability**  
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.
  - c. **Professional Errors and Omissions Insurance**  
\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Vendor performed under the contract for OCM BOCES. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
  - d. **Excess Insurance**  
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
6. Vendor acknowledges that failure to obtain such insurance on behalf of OCM BOCES constitutes a material breach of contract. The Vendor is to provide OCM BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.