

Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

August 11, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions with the Committee for Children for Second Steps Learning with Taylor Mill, Piner, Summit View, Ft. Wright, Caywood, and Ryland Heights Elementary Schools for the 26-27 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Committee for Children, Second Steps, is a universal, Tier I social-emotional learning (SEL) curriculum. The Second Steps curriculum provides 15-30 minute lessons around four core areas of social emotional learning; growth mindset and goal setting, emotion management, empathy and kindness, and problem solving. Lessons are evidence based and engaging for students. These schools will use Second Steps to provide weekly tier I instruction in the area of social emotional learning.

FISCAL/BUDGETARY IMPACT:

\$17,274.60 (SBDM 7000, Title I)

RECOMMENDATION:

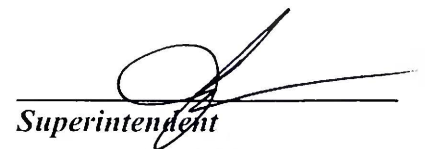
Approve the contract and conditions with the Committee for Children for Second Steps Learning with Taylor Mill, Piner, Summit View, Ft. Wright, Caywood, and Ryland Heights Elementary Schools for the 26-27 school year.

CONTACT PERSON:

Jena Smiddy


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda. Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



1085 Andover Park East
 Tukwila, WA 98188 USA
 800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote # 5080403
 Quote Date 8/6/2026
 Quote Expiration Date 9/30/2026
 Customer ID 10109210

Bill To	Ship To
Accounts Payable Kenton County Bd of Education 1055 Eaton Drive Fort Wright KY 41017 United States	Kenton County Bd of Education 2044 Tuscanyview Dr. Covington KY 41017 United States

Requested By	Ship To	Setup Admin	Entered By
		Name: Lindsey Wilson Email: lindsey.wilson@kenton.kyschools.us S	Julia Meyer

Item	Description	Contract Line	Start Date	End Date	Qty	Rate	Amount
910000	Second Step Program Includes a 10% Discount \$319.90	23110 - 910000 Second Step Program 9/16/2026	9/17/2026	9/16/2027	1	\$2,879.10	\$2,879.10
Renewing Sites 234968 - James A Caywood School							
910000	Second Step Program Includes a 10% Discount \$319.90	23112 - 910000 Second Step Program 9/17/2026	9/18/2026	9/17/2027	1	\$2,879.10	\$2,879.10
Renewing Sites 215781 - Summit View Elementary School							
910000	Second Step Program Includes a 10% Discount \$319.90	23113 - 910000 Second Step Program 10/7/2026	10/8/2026	10/7/2027	1	\$2,879.10	\$2,879.10
Renewing Sites 216055 - Piner Elementary School							
910000	Second Step Program Includes a 10% Discount \$319.90	23115 - 910000 Second Step Program 10/14/2026	10/15/2026	10/14/2027	1	\$2,879.10	\$2,879.10
Renewing Sites 216294 - Taylor Mill Elementary School							

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at:
<https://secondstep.org/license-agreements> and as attached to this quote



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote

Quote #	5080403
Quote Date	8/6/2026
Quote Expiration Date	9/30/2026
Customer ID	10109210

Item	Description	Contract Line	Start Date	End Date	Qty	Rate	Amount
910000	Second Step Program Includes a 10% Discount \$639.80		8/5/2026	8/4/2027	2	\$2,879.10	\$5,758.20

Total Before Discount	\$19,194.00
Discount	(\$1,919.40)
Shipping & Handling	\$0.00
Sales Tax	\$0.00

TOTAL	\$17,274.60
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Please remit in US Funds.

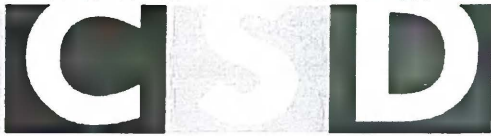
Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

For PO based purchases, standard payment terms are net 30 days from the invoice date, unless otherwise stated; payment is expected within these terms regardless of service start date.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements> and as attached to this quote



| It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION**

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply. Second Step® programs do not collect or process Personal Information, student data or other student data protected by FERPA, NSLA and CNA ("KCBOE Data"); this agreement applies only to KCBOE Data. The Second Step® service and curricula are provided in accordance with the Second Step® K-12 Digital Subscription License Agreement as referred to in Quote #5067335.

Committee for Children

Vendor Name

1085 Andover Park East, Tukwila, WA 98188 USA

Vendor Address

800-634-4449 ext. 1

Vendor Telephone

support@cfchildren.org; contractsandforms@cfchildren.org

Vendor Email Address

DocuSigned by:

Loretta Corwin

89EFA61B3E1948C

Signature by Vendor's Authorized Representative

Loretta Corwin, Director of Finance

Print Name

8/5/2025

Date

Second Step® K-12 Digital Subscription License Agreement

Last Updated: June 2026

Applies if first use is on or after June 12, 2026

This Digital Subscription License Agreement (“**Agreement**”) governs the access, use and improvement of the online service and support (the “**Service**”) that allows Kenton County Board of Education (“**you**,” “**your**” or “**Customer**”) and any authorized (i) educator or other personnel accessing the Service on behalf of Customer in an authorized classroom (“**Educators**”), or (ii) parents or guardians of students viewing certain family resources (“**Parents**”) (Educators and Parents, collectively, “**Authorized Users**”) to access Second Step Elementary, Mind Yeti® sessions, Second Step Middle School, and Second Step High School (together, “**Second Step K-12**”), as well as any additional or standalone offerings made available by CFC from time to time (the “**Specialized Units**”), each of which may include digital lessons, videos, supplemental and related activities, professional learning, an administrative dashboard, and other resources, as further specified hereunder (collectively, the “**Curriculum**”) and your use and the use by Authorized Users of the Curriculum provided by Committee for Children (“**Committee for Children**,” “**CFC**,” “**we**,” or “**us**”).

Customer may purchase access to optional Specialized Units, which may include, without limitation, an offering titled Digital Well-Being. Specialized Units may be licensed either as part of the Service or as a standalone offering, as specified in the applicable quote or other mutually agreed purchasing instrument. Access to and use of Specialized Units requires payment of the applicable fee set forth in such purchasing instrument. Specialized Units will be subject to, and governed by, all terms and conditions of this Agreement applicable to the Service and the Curriculum.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR USE AND USE BY AUTHORIZED USERS OF THE SERVICE AND THE CURRICULUM. BY ACCESSING OR USING THE SERVICE OR USING THE CURRICULUM AND BY PERMITTING AUTHORIZED USERS TO DO SO, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR [DATA PROCESSING AGREEMENT](#) AND OUR [TERMS OF USE](#), BOTH OF WHICH ARE INCORPORATED BY THIS REFERENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR OUR DATA PROCESSING AGREEMENT AND/OR OUR TERMS OF USE, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR THE CURRICULUM. In the event of any conflict between the terms of this Agreement and the Terms of Use, the terms in this Agreement shall prevail. The Data Processing Agreement is Exhibit A to this Agreement. CFC reserves the right to modify this Agreement in its sole discretion, at any time, and will provide notice of such changes by sending you an email, by providing notice through the Services, or by updating the “Last Updated” date at the top of these terms. Your continued use of the Services indicates your agreement to be bound by any and all subsequent modifications. If you are licensing the Services on behalf of another party, you are responsible for ensuring that such party’s access and use of the Services complies with the terms of this Agreement.

1. Consent to Electronic Communications; Eligibility. CFC may be required by law to send communications to you that pertain to the Service or the Curriculum and your use thereof. You consent to receive these communications electronically (e.g., via email, through the CFC websites, or via the Service) in accordance with our [Privacy Policy](#). You must be at least 18 years of age to access or use the Service or the Curriculum. By using the Service or the Curriculum, you represent and warrant that you (a) are 18 years of age or older; (b) have not been previously suspended or removed from the Service or engaged in any activity that could result in suspension or removal from the Service; (c) have the full power and authority to enter into this Agreement and in so doing will not violate any other agreement to which you are a party; (d) are not barred from receiving or using the Service or the Curriculum under the laws of the United States or any other applicable jurisdiction; and (e) to the extent that you make available the Service or the Curriculum to an Authorized User, you will ensure that each Authorized User meets the above eligibility requirements, as applicable, and acts in accordance with this Agreement, including the Terms of Use, and you will be responsible for the acts and omissions of each Authorized User under this Agreement. You further represent and warrant that you are authorized to agree to the terms of this Agreement and our Terms of Use on behalf of any and all Authorized Users. If you are accessing or using the Service or the Curriculum on behalf of another person or entity, you represent that you

are authorized to accept this Agreement and our Terms of Use on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates this Agreement or our Terms of Use.

2. Scope of License to the Service.

2.1. License to Service and Curriculum. Subject to the terms and conditions of this Agreement, CFC grants you a limited, non-exclusive, non-transferable, non-sublicensable, Site-Specific (defined below), revocable license during your Subscription to (a) access and use the Service and the Curriculum and any associated documentation and information provided by CFC online via CFC's website(s) or, in the case of downloadable portions of the Curriculum, via a hosted, password protected platform owned and controlled by you and used to deliver such portions of the Curriculum to Educators, (b) display and perform the Service and the Curriculum, (c) download, use, copy and distribute the downloadable portions of the Curriculum and permit Educators to download, copy and use the same; all of the foregoing solely for your own or an Educator's internal, noncommercial use and solely for purposes of real-time, synchronous, classroom instruction (in-person or remote over a secure, locked, password-protected service), and (d) invite Parents to use a proprietary activation key to access certain family resources regarding the Service and Curriculum solely for family review and engagement. **"Site-Specific"** means licensed for use solely at the individual site identified in the applicable quote or other mutually agreed purchasing instrument, and excludes districtwide or multisite use. Any CFC updates or upgrades to the Service or Curriculum, including any updates or upgrades that supplement or replace the original Service or Curriculum shall also be governed by this Agreement unless separate license terms accompany such updates or upgrades, in which case such separate terms will govern in the event of a conflict between such separate terms and this Agreement or as otherwise provided in such separate terms. We reserve the right, but shall have no obligation, in our sole discretion, to modify, update, upgrade or otherwise make changes, modifications, alterations, additions to or deletions from the Service and the Curriculum and to change, modify, alter, add to, or eliminate features, functionality or components from the Service or Curriculum at any time without notice and without obligation or liability to you.

2.2. Rights to Customer Data. You agree that, in order to provide the Service and the Curriculum, CFC may process, transfer, use, store, transmit, display, and modify the data provided to CFC on behalf of Customer, including data that relates to you and your Authorized Users (**"Customer Data"**). To the extent that CFC processes Personal Data (as defined in the Data Processing Agreement attached hereto as Exhibit A) contained within Customer Data in connection with this Agreement, it will be subject to the Data Processing Agreement. As between you and CFC, you retain all right, title and interest in and to Customer Data. You also acknowledge and agree that, where not prohibited by applicable law, CFC may deidentify and aggregate technical, usage, and other data about you and your Authorized Users' use of the Service and the Curriculum (**"Aggregated Data"**). CFC may use the Aggregated Data to analyze, improve, support and operate the Service and the Curriculum and otherwise for any business purpose, during and after the term of this Agreement. For clarity, Aggregated Data excludes any Personal Data (as defined in the Data Processing Agreement attached hereto as Exhibit A) and will not identify any Authorized User, your school, or district. Aggregated Data will not be considered Customer Data. For clarification, the Service does not require the collection or processing of student data, and you agree not to provide or submit any student data to CFC (unless otherwise agreed to in writing).

3. License Restrictions. The rights granted in Section 2.1 of this Agreement constitute the entirety of your rights with respect to the Service and the Curriculum and CFC reserves all rights in and to the Service and the Curriculum not expressly granted to you in this Agreement. The license granted to you in Section 2.1 is for internal purposes only and does not allow you or any Authorized User to do any of the following: (a) except as specifically provided in Section 2.1, permit or authorize any third party (other than an Authorized User) to access or use the Service; (b) use the Service or Curriculum on any device you do not own or control, except with respect to Parents that are invited to view family resources; (c) reverse engineer, decompile, disassemble or attempt to discover any source code or trade secrets related to the Service or any proprietary materials of CFC; (d) modify, alter or create any derivative works of the Service or the Curriculum; (e) remove, alter or obscure any copyright, trademark or other proprietary rights notice on or in the Service or the Curriculum; (f) use or incorporate your trademark(s) or other proprietary notice(s) or any third party trademark(s)

or other proprietary notice(s) on, in or in connection with the Service or the Curriculum or to suggest or imply any association between you or any third party and CFC or the Service or the Curriculum; (g) work around any technical limitations in the Service; (h) combine, integrate into or with, or otherwise connect for any purpose the Service or the Curriculum with your goods or services or any third-party goods or services (other than rostering Educators or the hosting of the Service on an authorized school district or school platform used to deliver the Service and the Curriculum to Authorized Users) without CFC's written consent or (i) use the Service or the Curriculum for purposes other than those for which it was designed or permitted under this Agreement, including, but not limited to, for purposes of downloading or distributing the Curriculum or any other content made available via the Service (except as provided in Section 2.1). Unless stated in this Agreement or otherwise by CFC, nothing in this Agreement shall be construed as conferring any right or license to intellectual property rights, whether by estoppel, implication, statute or otherwise. If you or any Authorized User breach any of these restrictions, you may be subject to prosecution and damages. The license granted in Section 2.1 is revocable at any time.

4. Ownership of the Service and the Curriculum. The Service and the Curriculum are licensed, not sold, subject to the terms of this Agreement. The Service and the Curriculum are valuable property of CFC and our licensors and are protected by copyright and other intellectual property laws and treaties. CFC, and our licensors, own all right, title, and interest in and to the Service and the Curriculum, including all copyright and other intellectual property rights therein, and no ownership or equivalent rights shall be transferred hereunder. Customer expressly acknowledges that it acquires no ownership rights in the Service or the Curriculum, which remain the exclusive property of CFC.

5. Payment Terms.

5.1 Subscriptions. We offer different subscription plans for access and use of the Service and the Curriculum (each, a "Subscription"), on an annual or other periodic basis, all as specified on [the Service site](#).

WHEN YOU REGISTER FOR A SUBSCRIPTION, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (A) CFC (OR OUR THIRD PARTY PAYMENT PROCESSOR) IS AUTHORIZED TO CHARGE YOU IN FULL OR ON A PERIODIC BASIS (AS SELECTED BY YOU VIA THE SERVICE) FOR YOUR SUBSCRIPTION (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) IN ADVANCE; AND (B) YOUR SUBSCRIPTION WILL CONTINUE THROUGH THE APPLICABLE SUBSCRIPTION TERM UNLESS WE SUSPEND OR STOP PROVIDING ACCESS TO THE SERVICE IN ACCORDANCE WITH THIS AGREEMENT.

5.2 Cancellation Policy. NEW LICENSE SUBSCRIPTIONS MAY BE CANCELLED FOR A FULL REFUND BY CONTACTING COMMITTEE FOR CHILDREN AS INDICATED ON OUR [CONTACT US](#) PAGE WITHIN THIRTY (30) DAYS FOLLOWING THE ORIGINAL SUBSCRIPTION START DATE. COMMITTEE FOR CHILDREN HAS NO OBLIGATION TO REFUND ANY AMOUNTS FOR SUBSCRIPTIONS CANCELLED MORE THAN THIRTY (30) DAYS AFTER SUCH DATE. RENEWAL LICENSES ARE NOT ELIGIBLE FOR CANCELLATION.

5.3 Free or Promotional Trials. From time to time, to the extent legally permitted, we may offer free or reduced rate promotional trials of certain Subscriptions for specified periods of time without payment or for a reduced promotional price. If we offer you a free or promotional trial, the specific terms of your trial will be provided in the marketing materials describing the particular trial, during the registration process on [SecondStep.org](#), or when the code for the trial is entered on [SecondStep.org](#).

ONCE YOUR FREE OR REDUCED-RATE PROMOTIONAL TRIAL ENDS, YOUR ACCESS TO AND RIGHT TO USE FOR ALL PURPOSES THE SERVICE AND THE CURRICULUM WILL AUTOMATICALLY END, WITHOUT NOTICE FROM US. AT SUCH TIME (OR AT ANYTIME BEFORE THE END OF YOUR FREE OR REDUCED RATE PROMOTIONAL TRIAL), YOU HAVE THE OPTION TO PURCHASE A SUBSCRIPTION THROUGH THE PROCESS DESCRIBED IN THIS AGREEMENT. WE RESERVE THE RIGHT TO MODIFY OR TERMINATE FREE OR REDUCED-RATE PROMOTIONAL TRIALS AT ANY TIME, WITHOUT NOTICE, AND IN OUR SOLE DISCRETION.

5.4 Payment and Billing Information. By providing a payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you permit us (or our third-party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including

any applicable taxes and other charges). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your order. In the event you want to change or update payment information associated with your account, you can do so by calling, emailing or otherwise contacting us to adjust or edit your payment information. You acknowledge that the amount billed may vary due to promotional offers, changes to your Subscription or changes in applicable taxes or other charges, and you authorize us (or our third-party payment processor) to charge your payment method for the corresponding amount.

5.5 Pricing and Availability. All prices are shown in US dollars and applicable taxes and other charges, if any, are additional. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes. We will not, however, be required to notify you of changes in any applicable taxes. All of our Service, Curriculum and Subscriptions are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, or to discontinue offering certain Service, Curriculum or Subscriptions without prior notice, even if you have already placed an order.

5.6 Taxes. You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Subscription. We will collect applicable sales tax if we determine that we have a duty to collect sales tax. We will present any taxes that we are required to collect on your invoice, but note that actual taxes charged may be adjusted from the amount shown on the invoice. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Customer Privacy Obligations. You represent and warrant that: (a) that you have sufficient rights in Customer Data to grant the rights granted to CFC in Section 2.2; (b) all Customer Data provided in connection with the Service and the Curriculum is and will remain accurate and complete, and you will maintain and update such data as needed; (c) all Customer Data has been collected in accordance with Applicable Law (as defined in the Data Processing Agreement) including the provision of any required notice and the collection of any required consents necessary for CFC's provision of the Service and the Curriculum; and (d) CFC's use of Customer Data in accordance with this Agreement and on your instructions will not cause CFC to violate any Applicable Law.

7. Feedback. You may provide CFC with comments, suggestions, observations, information, and other feedback regarding the performance, features, and functionality of the Service, including in response to any surveys or questions posed by CFC or its authorized representatives (collectively, "Feedback"). To the extent you voluntarily provide Feedback, you understand and agree that the Service-related and Curriculum-related data and information obtained or collected by CFC in connection with such access will be non-confidential and part of any Feedback you provide under this Agreement. CFC will own exclusive rights, including, without limitation, all intellectual property rights, in and to all Feedback and any resulting upgrades, updates, modifications, alterations, additions or changes to the Service or the Curriculum based on the Feedback, and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. Disclaimers. CFC shall have no obligation to monitor, moderate, screen, scan, or review Customer Data or any content You or an Authorized User uploads or posts to the Service. In addition, to the greatest extent permissible under applicable law, CFC makes no representation regarding, and will accept no liability for, any obligation as a mandatory reporter for Customer Data or content uploaded or posted to the Service, or otherwise notify you about content posted by an Authorized User to the Service.

9. Support Resources. CFC may provide certain support or maintenance resources for the Service and/or the Curriculum during your Subscription. If you have any questions regarding the Service or the Curriculum, please contact CFC at 800-634-4449 or support@cfchildren.org.

10. No Warranty. IN ADDITION TO THE WARRANTY DISCLAIMERS IN OUR TERMS OF USE, YOU ACKNOWLEDGE AND AGREE THAT (A) THE SERVICE OR THE CURRICULUM MAY CONTAIN BUGS, ERRORS, AND DEFECTS; (B) ACCESS AND USE OF THE SERVICE AND THE CURRICULUM IS AT YOUR SOLE RISK; (C) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU; AND (D) YOU SHALL HAVE NO CLAIM AGAINST CFC OR RIGHT TO ANY REFUND FOR ANY UPDATE, UPGRADE, MODIFICATION, ALTERATION, CHANGE, ADDITION TO OR DELETION FROM THE SERVICE OR THE CURRICULUM OR WITH RESPECT TO ANY FEATURE, FUNCTIONALITY OR COMPONENT OF THE SERVICE OR THE CURRICULUM. CFC SHALL HAVE NO LIABILITY OF ANY KIND FOR THE USE OF, OR INABILITY TO USE, THE SERVICE OR THE CURRICULUM OR FOR ANY LOSS OF DATA. CFC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE CURRICULUM WILL BE DELIVERED FREE OF ANY INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS (COLLECTIVELY, “**FAULTS**”) OR IN A SECURE MANNER OR THAT ANY FAULTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, STATEMENT, REPRESENTATION OR ADVICE GIVEN BY CFC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. TO THE EXTENT THOSE LAWS APPLY, THE EXCLUSIONS ABOVE AND IN OUR TERMS OF USE MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN ADDITION TO THE LIMITATIONS OF LIABILITY IN OUR TERMS OF USE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFC OR ANY OF THE OTHER CFC PARTIES (AS DEFINED IN OUR TERMS OF USE) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OR THE ACCESS OR USE BY ANY AUTHORIZED USER OF THE SERVICE OR THE CURRICULUM (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE OR THE RELIANCE BY AUTHORIZED USERS ON ANY INFORMATION OBTAINED FROM CFC, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, FAULTS, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO CFC’S RECORDS, PROGRAMS OR SYSTEMS), AND EVEN IF CFC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY (OR ITS AFFILIATES, AS APPROPRIATE) FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE, THE FEES PAID OR PAYABLE BY CUSTOMER TO CFC DURING THE TERM OF THE AGREEMENT.

ALL LIMITATIONS OF LIABILITY UNDER SECTION 11 WILL APPLY EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

12. Indemnification. CFC acknowledges that Customer’s indemnity obligations in this Agreement may be limited and qualified in accordance with Local Law (defined below), as applicable. Subject to the foregoing, in addition to your indemnification obligations set forth in our Terms of Use, to the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless CFC Parties from and against any losses, liabilities, claims, demands, damages, expenses or costs (“**Claims**”) arising out of or related to (a) your access to or use of the Services and Curriculum; (b) your violation of this Agreement; (c) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); (d) Authorized Users’ access to or use of the Services and Curriculum or violation of this Agreement or the Terms of Use; or (e) Customer Data (including, without limitation, the violation of any Applicable Law). You agree to promptly notify the CFC Parties of any third-party Claims, cooperate with CFC Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys’ fees). You also agree that the CFC Parties will have control of the defense or settlement, at CFC’s

sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and CFC or the other CFC Parties.

13. Term and Termination; Survival. The license granted under Section 2 shall be in effect from the date you first access the Service until the end of your Subscription. Either party may terminate this Agreement at any time, with or without cause, by providing written notice (email is sufficient) of termination to the other party. Upon such termination, the license granted under Section 2.1 will automatically terminate and you must promptly: (a) cease accessing and using the Service and any information related to the Service; and (b) destroy all information related to the Service in your possession or control. The following sections of this Agreement will survive any termination or expiration of this Agreement: Sections 1, 2.2, 3–15 and Exhibit A, Data Processing Agreement.

14. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable, then that term, clause, or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of this Agreement.

15. Miscellaneous. This Agreement (including the Data Processing Agreement), together with CFC's Terms of Use and Privacy Policy (as applicable), constitute the entire agreement between CFC and you regarding your Subscription and use of the Service and the Curriculum. This Agreement is governed by the internal laws of the United States ("US"). To the extent mandated by the laws of any US state in which Customer is located ("**Local Law**"), the Local Law shall govern without reference to choice of law principles and venue shall be the appropriate state or federal courts mandated by Local Law. OTHERWISE, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF KENTUCKY, US, WITHOUT REFERENCE TO ITS CHOICE OF LAW PRINCIPLES, AND THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN KENTON COUNTY, KENTUCKY, US.

16. Contact. If you have any questions or concerns regarding the Service or this Agreement, please contact CFC by email at support@cfchildren.org or by mail or phone at:

Committee for Children
1085 Andover Park East
Tukwila, WA 98188
800-634-4449

[Signatures follow on the page below]

This Agreement has been accepted and is executed by the parties through their duly authorized representatives, effective as of the last date of signature set forth below.

COMMITTEE FOR CHILDREN		KENTON COUNTY BOARD OF EDUCATION	
Signature:	DocuSigned by: Loretta Corwin 89EFA61BBF1948C	Signature:	
Name:	Loretta Corwin	Name:	
Title:	Director of Finance	Title:	
Date:	8/10/2026	Date:	
Telephone:	800-634-4449	Telephone:	
Email:	rfps@cfchildren.org	Email:	
Address:	1085 Andover Park East	Address:	
	Tukwila, WA 98188		
	USA		

Attachments to this Agreement (in addition to those incorporated via hyperlink):
Exhibit A: Data Processing Agreement

Exhibit A to Second Step® K-12 Digital Subscription License Agreement DATA PROCESSING AGREEMENT

Last Updated: June 2026

Applies if first use is on or after June 12, 2026

This Data Processing Agreement (“DPA”) supplements the Second Step® K-12 Digital Subscription License Agreement (the “**Agreement**”), between You (“**Customer**”) and Committee for Children (“**CFC**”), is effective as of the date You begin to implement use of the Services and Curriculum as defined in the Agreement (the “**Effective Date**”), and is hereby incorporated by reference into the Agreement. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. In the event of any inconsistency or conflict between this DPA and the Agreement, this DPA will govern. For any user logged in to our Services through an account associated with Customer, Customer and CFC agree as follows:

1. **Personal Information.** In connection with providing the Service and the Curriculum under the Agreement, CFC will be Processing Personal Information on behalf of Customer. “**Personal Information**” means information that relates, directly or indirectly, to an identified or identifiable person (a “**Data Subject**”), which may include names, email addresses, postal addresses, or online identifiers, that Customer provides or submits in connection with the Agreement. For the avoidance of doubt “**Personal Information**” includes all information that falls under the definition of “**Personally Identifiable Information**” as that term is defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. §1232, 34 C.F.R. Part 99 (“**FERPA**”). As between Customer and CFC, all Personal Information is the sole and exclusive property of Customer.
2. **CFC and Customer Responsibilities.** The parties acknowledge and agree that: (a) CFC is a processor and/or service provider, as applicable, with respect to Personal Information under Applicable Law (defined below); (b) Customer is a controller and/or business with respect to Personal Information under Applicable Law; and (c) each party will comply with the obligations applicable to it under Applicable Law with respect to the Processing of Personal Information. Customer acknowledges that CFC is only acting as a processor for users that are logged in to CFC Services through an account associated with Customer. When an individual visits CFC’s public-facing website(s), CFC will process any user information as a controller until CFC can associate a user with Customer’s account. For more information on how we process personal information as a controller, please see our [Privacy Policy](#).
3. **CFC Responsibilities.** “**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Information, whether or not by automated means, such as the access, collection, use, storage, disclosure, dissemination, combination, recording, organization, structuring, adaption, alteration, copying, transfer, retrieval, consultation, disposal, restriction, erasure and/or destruction of Personal Information. As a part of providing the Curriculum and the Service under the Agreement, CFC will:
 - (a) Process Personal Information solely in accordance with Customer’s documented instructions, including as contained within the Agreement and as necessary to provide the Curriculum and the Service. Without limiting the foregoing, CFC will not: (i) collect, retain, use, or disclose Personal Information for any purpose other than as necessary for the specific purpose of performing the Service and providing the Curriculum, or as described in the Agreement, including use of the Personal Information for a commercial purpose other than providing the Service and the Curriculum; and (ii) sell the Personal Information;
 - (b) Process Personal Information in accordance with laws, rules, and regulations that apply to CFC’s provision of the Service and the Curriculum under the Agreement, including, as applicable, the California Consumer Privacy Act (“**CCPA**”), FERPA, the Children’s Internet Protection Act, Pub. L. 106-554 (the “**CIPA**”), the Protection of Pupil Rights Amendment Act, 20 U.S.C. §1232h, 34 C.F.R. Part 98 (the “**PPRA**”), and Washington’s Public Records Act (the “**PRA**”), Chapter 42.56 RCW (collectively, “**Applicable Law**”);
 - (c) not disclose Personal Information to any third party without first, except to the extent prohibited by Applicable Law, (i) notifying Customer of the anticipated disclosure (so as to provide Customer the opportunity to oppose the disclosure and obtain a protective order or seek other relief); (ii) obtaining Customer’s prior consent to the disclosure; or (iii) imposing contractual obligations on the third party recipient that are at least reasonably equivalent to those obligations imposed on CFC under this DPA;
 - (d) amend, correct, or erase Personal Information at Customer’s reasonable written request and provide a means for Customer to update and make accurate Personal Information Processed by CFC;