

Student Data Privacy Addendum

Exhibit X: Student Data Transparency and Security Act Compliance

This Addendum (“Addendum”) is hereby incorporated into the Agreement between the School and Contractor.

1. Colorado Student Data Privacy Compliance

- (a) This Agreement shall at all times be in compliance with applicable laws relating to Colorado student data privacy including the legal requirements of §22-16-101, C.R.S., et. seq., which require, without limitation, the following:
 - i. The provisions of this Addendum shall apply to Contractor. The provisions of this Addendum shall apply to any subcontractor or sub-subcontractor of the Contractor that provides a “School Service,” defined pursuant to § 22-16-103, C.R.S. as an internet website, online service, online application, or mobile application that: (1) is designed and marketed primarily for use in a preschool, elementary school, or secondary school, (2) is used at the direction of teachers or other employees of the School, and (3) collects, maintains or uses student personally identifiable information;
 - ii. Student personally identifiable information (“SPII”) is hereby defined for purposes of this Agreement as any information that, alone or in combination, personally identifies an individual student or the student’s parent or family, and that is collected, maintained, generated, or inferred by the Contractor;
 - iii. Contractor will provide information that is understandable to a layperson explaining the data elements of SPII it will collect in connection with this Agreement, the learning purpose for collecting that data, and how the Contractor will use and share that data. The information must include all SPII that the Contractor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. The Contractor shall provide the information in a format that is easily accessible through a website, and the School will post this information on its website. The Contractor shall update the information as necessary to maintain accuracy;
 - iv. Contractor must not collect, use, or share SPII for any purpose not authorized under this Agreement without proper consent from the student or student’s parent;
 - v. Contractor will provide clear notice to the School before making material changes to its privacy policy for services provided under this Agreement;
 - vi. Contractor must provide the School with the ability to correct any factually inaccurate SPII collected under this Agreement;
 - vii. Contractor must notify the School within forty-eight (48) hours of confirming discovery of (a) a misuse of SPII, (b) any data breach that could reasonably result in SPII being compromised, or (c) any unauthorized release of SPII maintained by the Contractor, any of its

subcontractors or sub-subcontractors, or any of its employees or agents, without regard to its cause or whether or not it constitutes a breach of this Agreement;

- viii. Contractor agrees that it will not sell any of the SPII collected under this Agreement, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Agreement with respect to SPII that Contractor acquired while subject to the provisions of this Agreement;
 - ix. Contractor agrees not to use, sell, or share any SPII collected under this Agreement for targeted advertising, as defined in §22-16-103, C.R.S., to students whose SPII is being collected;
 - x. Contractor agrees that it will not use SPII collected under this Agreement to create any personal profile of a student, other than in furtherance of purposes authorized under this Agreement, unless it is done with proper consent from the student or student's parent whose SPII is being used to create the profile;
 - xi. Notwithstanding any provisions of this section to the contrary, Contractor may use or disclose SPII to ensure legal or regulatory compliance or to take precautions against liability; respond to or participate in the judicial process; protect the safety of users or others on the Contractor's website, online service, online application, or mobile application; or investigate a matter related to public safety. If Contractor uses or discloses SPII as allowed in this subsection the Contractor must notify the School as soon as practicable after the use or disclosure of the information.
 - xii. Contractor shall at all times, while this Agreement is in effect, maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SPII. The information security program must make use of appropriate administrative, technological, and physical safeguards.
 - xiii. "Destroy" or "Destruction" is hereby defined as removing SPII so that it is permanently irretrievable in the normal course of business.
 - xiv. During the term of this Agreement, if the School requests destruction of any SPII collected, generated, or inferred as a result of the contract, the Contractor shall destroy the information as soon as practicable after the date of the request unless:
 - a. The Contractor obtains the consent of the student or the student's parent to retain the student's SPII; or
 - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's SPII.
 - xv. Following the termination or conclusion of this Agreement, the Contractor shall destroy all SPII collected, generated, or inferred as a result of the Agreement as soon as the information is no longer needed for the purpose of this Agreement. The Contractor shall notify the School of the date upon which all of the SPII is destroyed.
- (b) If the Contractor commits a material breach of this Agreement that involves the misuse or unauthorized release of student personally identifiable

- information then the School may terminate this Agreement in accordance with subsection (c).
- (c) The School's Board of Education will, within a reasonable time after it knows of the existence of the material breach, hold a public hearing that includes discussion of the nature of the material breach, an opportunity for the Contractor to respond concerning the material breach, public testimony, and a decision as to whether to terminate or continue the Agreement.
- (d) Notwithstanding any provision of this Section to the contrary, this Section does not prohibit the use of SPII to:
- i. Provide adaptive learning or design personalized or customized education;
 - ii. Maintain, develop, support, improve, or diagnose Contractor's website, online service, online application, or mobile application;
 - iii. Provide recommendations for school, educational, or employment purposes within the services contemplated in this Agreement, so long as the response is not determined in whole or in part by payment or other consideration from a third party;
 - iv. Respond to a student's request for information or for feedback so long as the information or response is not determined in whole or in part by payment or other consideration from a third party;
 - v. Identify for the student, only with the written consent of the student or the student's parent, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, regardless of whether the identified institutions of higher education or scholarship providers provide consideration to the Contractor;
 - vi. Produce and distribute, free or for consideration, student class photos and yearbooks only to the public education entity, students, parents, or individuals authorized by parents; or
 - vii. Provide for the student, only with the express written consent of the student or the student's parent given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives consideration from one or more third parties in exchange for the SPII. This exception applies only if this Agreement is for assessment services to provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.
- (e) Notwithstanding any provision of this Section to the contrary, this Section does not impose any duty that will, to the extent applicable:
- i. Impose requirements of an interactive computer service, as defined in 47 U.S.C. § 230, to review or enforce compliance with this article by school service contract providers or school service on-demand providers;
 - ii. Impede the ability of a student to download, export, or otherwise save or maintain his or her own SPII or documents;
 - iii. Limit internet service providers from providing internet connectivity to public schools or to students and their families;

- iv. Prohibit Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of SPII obtained by Contractor as a result of providing services under this Agreement; or
- v. Prohibit an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this article on that software or those applications.

Persons signing hereby swear and affirm that they are authorized to act on behalf of each party:

Contractor

By: _____
Printed Name of Authorized Representative

Title: _____
Official title of Authorized Representative

Signature of Authorized Representative

School

By: _____
Printed Name of Authorized Representative

Title: _____
Official Title of Authorized Representative

Signature of Authorizer Representative