



Manitou Springs School District 14

405 El Monte Place

Manitou Springs, CO 80829

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TERMS OF USE AND NON-DISCLOSURE ADDENDUM

THE TERMS OF USE AGREEMENT ("Agreement") is entered into between Manitou Springs School District ("District 14") and Acadience Learning Inc. ("hereinafter referred to as "The Vendor"). Hereafter, each may be referred to in the singular as, the "Party" or collectively, as the "Parties" in this Agreement.

WHEREAS, The Vendor by and through name and product(s) Acadience Data Management acknowledges and understands that District 14 is required to safeguard the privacy of its students' educational records in a manner consistent with the mandates of:

- A. FERPA (The Family Educational Rights and Privacy Act), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.
- B. The Colorado House Bill 16-1423 (Student Data Transparency and Security Act) and the applicable regulations promulgated thereunder.
- C. COPPA (Children's Online Privacy and Protection Act, 15 U.S.C. 6501-6505

WHEREAS, The Vendor agrees that any information given to it by District 14 in order to perform its services (such as passwords, E-mail addresses, student demographic data, or financial data), whether provided through electronic transfer or on physical drives, is the sole property of District 14. Any discovery of information by the Vendor through accessing personal E-mail, personal files, all privacy act information, images etc. during the execution of Vendor's work remains confidential.

WHEREAS, The Vendor acknowledges and holds harmless District 14 in publishing a list of vendors on its public website in non-compliance with these terms of use. District 14 will comply with all state laws in reporting vendors in non-compliance, to include reporting to the Colorado Department of Education for publication on their public website. Changes to Vendor's practices, Privacy Policy, or End User License Agreement that conflict with existing statutes may result in immediate termination of any vendor contract with District 14.

DEFINITIONS

A. "Student Personally Identifiable Information" (Student PII) means 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 a public education entity, either directly or through a school service, or by a school service contract provider or school service on-demand provider.

B. "Aggregate data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

to further subcontract. If District 14 determines that an initial or subsequent subcontractor has committed a material breach of the contract that involves the misuse or unauthorized release of student personally identifiable information, District 14 shall terminate the contract with the Vendor; except that District 14 is not required to terminate the contract if the Vendor terminates the contract with the subcontractor as soon as possible after the Vendor knows or has reason to know of the initial or subsequent subcontractor's material breach.

(4) For purposes of this section and section "data destruction", a student may consent to the use, sharing, or retention of the student's student personally identifiable information only if the student is at least eighteen years of age or legally emancipated.

Data Security and Data Destruction

(1) The Vendor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personally identifiable information. The information security program must make use of appropriate administrative, technological, and physical safeguards.

(2) During the term of a contract between the Vendor and District 14, if District 14 requests destruction of a student's student personally identifiable information collected, generated, or inferred as a result of the contract, the Vendor shall destroy the information as soon as practicable after the date of the request unless:

(a) The Vendor obtains the consent of the student or the student's parent to retain the student's student personally identifiable information; or

(b) The student has transferred to another public education entity and the receiving public education entity has requested that the Vendor retain the student's student personally identifiable information.

(3) Following the termination or conclusion of this contract, the Vendor shall, within the time period specified in the contract, destroy all student personally identifiable information collected, generated, or inferred as a result of the contract. If the contract does not specify a period for destruction of student personally identifiable information, the Vendor shall destroy the information when the information is no longer needed for the purpose of the contract between the Vendor and District 14. The Vendor shall notify District 14 of the date upon which all of the student personally identifiable information is destroyed.

Roland Good
Viable Authority Signature (Vendor)

President
Viable Authority Title

9/5/2019
Date

Roland Good
Viable Authority printed name

Suzi Thomsen
District 14 Representative Signature

CFO
District 14 Representative Title

9/5/19
Date

Suzi Thomsen
District 14 Rep. Printed Name