

**MAINE STUDENT DATA PRIVACY AGREEMENT
Version 1.0**

RSU #20

and

Close Up Foundation

17 March 2023

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, School Unit shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of School Unit.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the School Unit. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data shall remain the exclusive property of the School Unit. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the School Unit as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** School Unit shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than 30 days from the date of the request for Student Data related to regular education students; and without unnecessary delay for Student Data related to special education students and, for such requests made in anticipation of an IEP meeting, due process hearing, or resolution session, without unnecessary delay and before any such meeting, due process hearing, or resolution session and, in either case, in no event more than 30 days from the date of the request) to the School Unit's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the School Unit, who will follow the necessary and proper procedures regarding the requested information.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the School Unit.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to School Unit, who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.
5. **Disposition of Data.** Provider shall dispose of or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to School Unit or School Unit's designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include: (1) shredding any and all hard copies of any Student Data; and (2) erasing or otherwise modifying the records to make them unreadable and indecipherable. Provider shall provide written notification to School Unit when the Student Data has been disposed of or deleted. The duty to dispose of or delete Student Data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the other terms of the DPA. The School Unit may employ a "Directive for Disposition of Data" Form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the School Unit, the Provider will immediately provide the School Unit with any specified portion of the Student Data within three (3) calendar days of receipt of said request.
6. **Advertising Prohibition.** Without limiting any other provision in this DPA, Provider is specifically prohibited from using, disclosing, or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service(s) to School Unit; or (d) use

- f. Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
 - g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
 - h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request from School Unit, Provider shall provide School Unit with records evidencing completion of such periodic risk assessments and documenting any identified security and privacy vulnerabilities as well as the remedial measures taken to correct them.
 - i. Backups.** Provider agrees to maintain backup copies, backed up at least daily, of Student Data in case of Provider's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.
 - j. Audits.** Upon receipt of a request from the School Unit, the Provider will allow the School Unit to audit the security and privacy measures that are in place to ensure protection of the Student Record or any portion thereof. The Provider will cooperate fully with the School Unit and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or School Unit, and shall provide full access to the Provider's facilities, staff, agents and School Unit's Student Data and all records pertaining to the Provider, School Unit and delivery of Services to the Provider. Failure to cooperate shall be deemed a material breach of the Agreement.
- 2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to School Unit within a reasonable amount of time of the incident. Provider shall follow the following process for such notification:
- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

 - i.** The name and contact information of the reporting School Unit subject to this section.

long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall dispose of and destroy all of School Unit's data pursuant to Article IV, section 5, and Article V, section 1(b).
4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of use, or privacy policy, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives before:

The designated representative for the Provider for this Agreement is:

Jodi S. Miteva
Vice President
703-706-3607
jmiteva@closeup.org
[INSERT INFORMATION]

The designated representative for the School Unit for this Agreement is:

Bob Bradford
Director of IT/Data Manager
207.548.6643
tech@rsu20.org
[INSERT INFORMATION]

IN WITNESS WHEREOF, the parties have executed this Maine Student Data Privacy Agreement as of the last day noted below.

Close Up Foundation

BY: Jodi Shutev Date: 3-15-23

Printed Name: Jodi S. Mitava Title/Position: Vice President

Address for Notice Purposes:

RSU #20

BY: Chris Downing Date: 16 MARCH 2023

Printed Name: Chris Downing Title/Position: Superintendent

Address for Notice Purposes:

6 Mortland Road, Searsport, ME 04974

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	

Category of Data	Elements	Check if used by your system
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	

Category of Data	Elements	Check if used by your system
	Student bus card ID number	
	Other transportation data - Please specify:	

Category of Data	Elements	Check if used by your system
Other	Please list each additional data element used, stored or collected by your application:	

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA, the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by School Unit and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other School Unit employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records and Covered Information.

Service Agreement: Refers to the Contract or Purchase Order that this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by School Unit or its users, students, or students’ parents/guardians, that is descriptive of the student including, but not limited to, information in the student’s educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of Massachusetts and Federal laws and regulations. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Provider’s services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing School Unit: A School Unit that was not party to the original Services Agreement and who accepts the Provider’s General Offer of Privacy Terms.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

RSU #20 ("School Unit" directs **Close Up Foundation** ("Company") to dispose of data obtained by Company pursuant to the terms of the Service Agreement between School Unit and Company. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable

By

4. Signature


Authorized Representative of School Unit

16 March 2023
Date

5. Verification of Disposition of Data


Authorized Representative of Company

3/15/23
Date

EXHIBIT "F" DATA SECURITY REQUIREMENTS

