



Collinsville Community Unit School District 10

201 West Clay Street • Collinsville, IL 62234 • 618-346-6350 • fax 618-343-3673

Contract Addendum Student Data Privacy

The provisions of this Data Privacy Addendum are a part of the agreement (“Agreement”) between Collinsville Community Unit School District #10 (“School District”) and Skyward, Inc. (“Company”). This Addendum supersedes the Agreement by adding to, deleting from, and modifying the Agreement. To the extent any addition, deletion, or modification in this Addendum results in any conflict or inconsistency between the Agreement and this Addendum, this Addendum shall govern and the terms of the Agreement that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

1. Covered Data

As used in this Addendum, School District data means any and all data or information collected, maintained, generated or inferred that alone or in combination personally identifies an individual student or the student’s parent or family, in accordance with the Family Educational Rights and Privacy Act, 34 C.F.R. § 99.3, and the Illinois School Student Records Act, 105 ILCS 10/2 and other non-public information, including student data, metadata, and user content.

2. Compliance with State and Federal Law

All data sharing, use, and storage will be performed in accordance with the requirements of the Family Educational Rights and Privacy Act of 1974 as amended, 20 U.S.C. § 1232g & 34 C.F.R. § 99 (“FERPA”) and the Illinois School Student Records Act (ISSRA), 105 ILCS 10/1 et seq. & 23 IAC 375.

The Company acknowledges and agrees to comply with all requirements imposed by applicable state and federal law, including the Student Online Personal Protection Act, 105 ILCS 85/1 et seq.

The Company acknowledges for the purposes of this Addendum that it will be designated as a “school official” with “legitimate educational interests” in the School District data, as those terms have been defined under FERPA and ISSRA and their implementing regulations. The Company agrees it is performing an institutional service and/or function which the School District would otherwise use its own employees, under the direct control of the school, with respect to the use and maintenance of covered information. The Company affirms it is using the covered information only for an authorized purpose and may not re-disclose covered information to third parties or affiliates, unless otherwise permitted under the Student Online Personal Protection Act, without permission from the School District or pursuant to court order.

To the extent that the Company’s collection, use or disclosure of personal information from students is governed by the Children’s Online Privacy Protection Act (“COPPA”), the Company



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agrees that the Company's use of the School District data will be solely for the benefit of the School District's students and for the school system, and that the operator will not collect personal information from students for any purpose other than the School District's purpose, including any other commercial purpose.

With respect to the Company's collection, disclosure, or use of School District data as governed by the Protection of Pupil Rights Amendment ("PPRA"), the Company agrees that such collection, disclosure, or use, and any use of any School District data, shall be for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, the School District's students or educational institutions.

With respect to any "Covered Information" as defined by the Illinois Student Online Personal Protection Act, the Company agrees to comply with the terms of that Act and refrain from using the Covered Information in any way prohibited by the Act.

With respect to any "Personal Information" as defined by the Illinois Children's Privacy Protection and Parental Empowerment Act, the Company agrees to comply with the terms of that Act to the extent applicable.

The School District shall provide data to the Company in compliance with all applicable state or federal laws and regulations pertaining to data privacy and security, including but not limited to, FERPA, COPPA, PPRA, IDEA, and HIPAA. Without limiting the foregoing, the School District warrants and represents to the Company that it has: (i) complied with the exemption under FERPA for directory information (as that term is defined in 20 U.S.C. § 1232 g(a)5(A)), including but not limited to providing all required notices to data subjects and end users; (ii) complied with the exemption under FERPA for school officials (as that term is defined in 20 U.S.C. § 1232 g(a)(4)), including but not limited to providing all required notices to data subjects and end users that the School District defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by the Company pursuant to the Agreement (as required by 34 CFR 99.31(a)(1)); and/or (iii) obtained all necessary parental or eligible student written consent to share the personal data with the Company as permitted under the Agreement. The School District further represents, warrants, and covenants to the Company that it shall not provide information to the Company from any data subject that has opted out of the disclosure of directory information. The School District acknowledges that the Company is relying on the School District's representations, warranties and covenants contained herein regarding the School District's compliance with FERPA and other applicable state and federal law regarding the disclosure of personal data to the Company as provided for herein.



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3. Company Obligations:

3.1 *Uses and Disclosures as Provided in the Agreement.* The Company may use and disclose the School District data provided by the School District only for the purposes described in the Agreement and only in a manner that does not violate local, state, or federal privacy laws and regulations. Only the individuals or classes of individuals will have access to the data that need access to the School District data to do the work described in the Agreement. The Company shall ensure that any subcontractors who may have access to School District data are contractually bound to follow the provisions of the Agreement.

3.2 *Non-Disclosure Except as Provided in the Agreement.* The Company shall not use or further disclose the School District data except as stated in and explicitly allowed by the Agreement and state and federal law. The Company does not have permission to re-disclose School District data to a third party except as provided for in this Addendum, as required by law, or as authorized in writing by the School District.

3.3 *Safeguards.* The Company **and the School District each** agree to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of School District data, **including but not limited to maintaining security protocols that meet industry standards in the transfer or transmission of any School District data and protect covered information from unauthorized access, destruction, use, modification, or disclosure.** The Company agrees to store and process the School District data in a manner that is no less protective than those methods used to secure the Company's own data. The Company agrees that School District data will be stored on equipment or systems located within the United States. **The Company shall, upon reasonable request from the School District, provide the School District with a written summary of the procedures its uses to maintain the privacy, security, and confidentiality of the School District data.**

3.4 *Reasonable Methods.* The Company agrees to use "reasonable methods" to ensure to the greatest extent practicable that the Company and all parties accessing School District data are compliant with state and federal law.

3.5 *Privacy Policy.* The Company must publicly disclose material information about its collection, use, and disclosure of covered information, including, but not limited to, publishing terms of **service agreement, its privacy policy, or similar document.** Access by students or parents/guardians to the Company's programs or services governed by the Agreement or to any School District data stored by the Company shall not be conditioned



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upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this Addendum.

3.6 Data Return/Destruction. Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon the School District's request, the Company covenants and agrees that it promptly shall deliver to the School District, and shall return to the School District all School District data. If the return of the data is not feasible or if the School District agrees, then the Company shall destroy the data. School District data must be destroyed in a secure manner. The Company agrees to send a written certificate that the data was properly destroyed or returned within 30 days of the end of the Agreement or within 30 days of the School District's request for destruction. The Company shall destroy School District data in such a manner that it is permanently irretrievable in the normal course of business. **Notwithstanding the foregoing, the duty of the Company to delete all School District data in its possession pursuant to this section shall not extend to any School District data that has been de-identified or School District data that was improperly placed in emails or other medium by School District personnel and was not properly de-identified prior to transmission to the Company.**

3.6.1 The Company shall, within a reasonable time period, delete a student's covered information upon request by the School District so long as the deletion would not violate state or federal laws, including FERPA and ISSRA.

3.7 Minimum Necessary. The Company attests that the data requested by the Company from the School District in order for the School District to access the Company's products or services represent the minimum necessary data for the services as described in the Agreement and that only necessary individuals or entities who are familiar with and bound by this addendum will have access to the School District data in order to perform the work.

3.8 Authorizations. When necessary, the **School District** agrees to secure individual authorizations to maintain or use the School District data in any manner beyond the scope or after the termination of the Agreement.

3.9 Data Ownership. The School District is the data owner. The Company does not obtain any right, title, or interest in any of the data furnished by the School District. **Notwithstanding the foregoing, the School District grants the Company and its subcontracts (if any) a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right**



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during the term of the Agreement to process, use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any School District data provided by the School District to the Company or its subcontractors (if any) in connection with the performance of its obligations under the Agreement, or as otherwise directed by the School District.

3.10 *Misuse or Unauthorized Release.* The Company shall notify the School District as soon as possible upon discovering the misuse or unauthorized release of School District data held by the Company or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.

3.11 *Data Breach.* In the event of a data breach, which means an unauthorized disclosure, access, alteration, or use of School District data that compromises the security, confidentiality, or integrity of covered information maintained by the Company or the School District, the Company shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after the Company becomes aware of the data breach; (2) provide the School District with the name and contact information for an employee of the Company who shall serve as the Company's primary security contact; (3) assist the School District with any investigation, including interviews with Company employees and review of all relevant records; and (4) assist the School District with any notification required by law. The Company shall not, unless required by law, provide any notices except to the School District without prior written permission from the School District, unless such notices are required by law. Subject to the limitations of liability contained in Section 4.2 of the Agreement, the Company shall reimburse and indemnify the School District for any actual out-of-pocket costs imposed on the School District or reasonably undertaken by the School District at its discretion associated with a data breach, including reimbursement of fees paid by the School District related to (1) providing any notifications or fulfilling requirements adopted by the State Board or any other state or federal laws, (2) providing credit monitoring to affected individuals and (3) payment of legal fees, audit costs, fines, and other fees or damages imposed on, incurred by, or undertaken by the School District as a result of the security breach, to the extent that such security breach was the result of the Company's negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Company will not be liable for, and shall have no obligation to reimburse the School District for any costs to the extent a data breach was caused (i) in whole or in part by the negligence or willful misconduct of the School District or its employees, agents or end users; (ii) by the School District's failure to operate the Company's products in compliance with the Company's recommended configuration; or (iii) by the School



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District's failure to comply with applicable law and follow industry standard security protocols with respect to the School District's use of the Company's products and protection of School District data.

- 3.12 *Access to Data.* Any School District data in the possession or under the control of the Company shall be made available to the School District upon request by the [School District](#). The Company shall be responsible to provide copies of or access to School District's data in the possession or under the control of the Company to the School District within a reasonable time frame and in all cases within time frames that will allow timely compliance by the School District with any statutorily or court-ordered deadline. This includes requests under the Illinois Freedom of Information Act ("FOIA"), requests for student records under FERPA or ISSRA, requests for records in discovery in state or federal court or administrative proceedings, or any other request.

4. Prohibited Uses

4.1 The Company shall not sell School District data; use or share School District data for purposes of targeted advertising; or use School District data to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

4.2 Notwithstanding the previous paragraph, the Company may use School District data to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on the Company's website, online service, or application; or investigate a matter related to public safety. [The School District further acknowledges and agrees that the Company may collect and use de-identified data and other technical data and related information, including but not limited to technical information about the School District or its end users' use of the Company's products, that is gathered periodically to monitor the health of the School District's database and to facilitate the provision of updates to the Company's products, product support, and other services to the Company related to the Company's products or the Company's business. The Company may use this information to operate, provide, improve and develop the Company's products, services and technologies and business operations, and for such other purposes described in the Agreement.](#)



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Payments. The School District shall make payments to the Company in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1. If the School District is late in making a payment it shall make interest payments at the maximum amount permitted under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/4.

Posting. The School District shall publish a copy of this Agreement on the District's website to the extent required by applicable law.

This Agreement shall be effective on the date of the last of the parties signs as set forth below the signature of their duly authorized representatives.

Skyward, Inc.
Stevens Point, WI

Collinsville Community Unit School District #10

DocuSigned by:
Raymond H. Ackerlund
By: 6E27D2EBBC87495...
Its Duly Authorized Agent

DocuSigned by:
Derek Turner
By: F7D1B6277F2044A...

Title: President

Title: Director of Technology

Printed Name: Raymond H. Ackerlund

Printed Name: Derek Turner

Date: October 9, 2020

Date: October 9, 2020