

DIGITAL PRIVACY AGREEMENT

This Agreement is entered into between SC Strategic Solutions ("SCSS") and Kenton City Schools ("Client") on September 30, 2025 also known as the Effective Date:

1. Purpose

This Agreement outlines the terms under which SC Strategic Solutions ("SCSS") collects, uses, stores, and protects digital information in the course of providing services to the Client. SCSS is committed to protecting the privacy and security of all personal, institutional, and educational data shared or accessed during service delivery.

2. Information Collected

SCSS may collect the following types of information through its platforms (e.g., SCView, SmartSub, SCScan) and website interactions:

- Personal Information: Name, email address, phone number, and other details voluntarily submitted via forms or communications.
- Technical Information: IP address, browser type, device information, and page interaction data, typically collected via cookies and analytics tools.
- Client and Record Data: Information uploaded or submitted by Client users, which may include educational, confidential, or protected records. See Schedule A for a list of potential data elements.

3. Use of Information

SCSS will only use collected data to:

- Provide contracted services to the Client.
- Support customer service and ensure platform functionality.
- Improve system performance, security, and user experience.
- Communicate service-related updates.

SCSS does not sell, rent, or trade personal or institutional data—including student data—to any third parties. SCSS does not use student data for targeted advertising, marketing, or profiling.

4. Compliance with FERPA and SB29

SCSS affirms full compliance with the Family Educational Rights and Privacy Act (FERPA) and Ohio Senate Bill 29 (SB29). Specifically:

- SCSS serves as a "school official" with legitimate educational interest.
- SCSS is under the direct control of the Client via this and related agreements.
- Personally identifiable student information will only be used as specified herein or in other written contracts.
- SCSS does not engage in unauthorized data mining or student profiling.
- In the event of any conflict between this Agreement and FERPA or SB29, FERPA and SB29 shall govern and take precedence.

5. Data Sharing and Disclosure

SCSS will not disclose Client or student data except:

- As required by law.

- As specified by contract.
 - As authorized in writing by the Client.
- No information will be disclosed for marketing or unrelated third-party services.

6. Data Security

SCSS employs strong safeguards to protect all data:

- Secure hosting environments
- Encryption of data during transmission and at rest
- Role-based access controls
- Routine vulnerability assessments and third-party security audits

7. Cookies and Tracking

SCSS websites may use cookies or similar technologies to improve user experience and analyze usage. Users may control cookie preferences via browser settings.

8. Public Records Notice

SCSS acknowledges that as a service provider to public institutions, certain records may be subject to disclosure under applicable public records laws. SCSS will coordinate with the Client to ensure compliance with such laws while striving to protect confidential information to the fullest extent permitted.

9. Third-Party Links

SCSS services may contain links to external sites. SCSS is not responsible for the privacy practices or content of third-party websites. Clients are encouraged to review those policies separately.

10. Governing Law; Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law principles. Each party consents to the exclusive jurisdiction and venue of the state and federal courts located in Medina County, Ohio, for any disputes arising out of or relating to this Agreement.

11. Contact Information

IN WITNESS WHEREOF, the parties have executed this Digital Privacy Agreement as of the Effective Date.

SC Strategic Solutions

Signature: Liz Oswick
Printed Name: Liz Oswick
Title: Account Executive
Date: 09/30/2025

Customer:

Signature: [Signature]
Printed Name: Chris Thrusy
Title: SUPERINTENDENT
Date: 10/1/25

EXHIBIT "A"
SCHEDULE OF DATA

Category of Data	Elements
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 captured (emails, blog entries)
Conduct	Conduct or behavioral data
Demographics	Date of Birth
	Place of Birth
	Gender
	Ethnicity or race
	Language information (native, 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

