

Data Privacy Agreement

This Data Privacy Agreement (“Agreement”) is by and between **North Clackamas School District** (“District”) and Schoolzilla, a Public Benefit Corporation (“Schoolzilla”) (collectively, the “Parties”). This Agreement will remain in full force and effect for the duration of Schoolzilla’s provision of Services to the District, or until Schoolzilla no longer has possession of any District Data, whichever is later.

1. Nature of Services Schoolzilla will provide the District with real-time, actionable data dashboards using Schoolzilla’s Mosaic District Progress Monitoring platform (“Services”).

2. Data Required To perform Services for the District, Schoolzilla will require access to confidential information, education records, and information that identifies particular individuals, including students. Student data required for the Services include but are not limited to: names, grades, assessments, demographics, special education status, language acquisition, behavior, and student identification numbers. All such confidential and/or protected information shared with Schoolzilla by the District is hereinafter collectively referred to as “Data” in this Agreement.

3. Data Privacy Except as modified herein, the Parties agree to abide by Schoolzilla’s Terms of Service and Privacy Policy: <https://app.schoolzilla.com/terms-privacy>. To the extent the terms of this Agreement conflict with Schoolzilla’s Terms of Service and Privacy Policy and any amendments thereto, or with any other oral or written agreement between the Parties, the terms of this Agreement will control.

4. Agreement for Sharing of Data This Agreement Data Privacy Agreement (“Agreement”) is entered into by the North Clackamas School District and Schoolzilla for the purpose of sharing information between the parties in a manner consistent with applicable federal and state laws (“Applicable Laws”) as they may be amended from time to time, including, without limitation:

- Family Education Records Privacy Act of 1974 (“FERPA”), 20 U.S.C. 1232g and its implementing regulations (34 CFR Part 99);
- Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506;
- Protection of Pupil Rights Amendment (“PRRPA”), 20 U.S.C. 1232h;
- Oregon Student Information Protection Act (“OSIPA”), ORS 336.184;
- Oregon Revised Statutes 646.607-646.652, 326.565 et seq.;
- Oregon Administrative Regulations 581-021-0220 through 581-021-0440.

The Parties agree to share Data in compliance with Applicable Laws. Specifically, Schoolzilla

agrees to:

- Use Data shared under this Agreement for no purpose other than to provide the Services to the District.
- Use data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person.
- Notify the District within a reasonable amount of time, and in accordance with applicable laws, of any security breach related to Data.
- Using industry standard data deletion practices, expediently delete the District's Data, and any copies thereof, upon termination of Services or upon the request of the District, and notify the district in writing that the deletion has been completed.
- Not make any re-disclosure of any Data or any portion thereof, including without limitation metadata, user content or other non-public information and/or personally identifiable information contained in the Data, without the express written consent of the District.

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- Require and maintain a confidentiality agreement with each employee, contractor or agent with access to Data pursuant to this Agreement. The agreement will require all employees, contractors and agents of any kind to comply with all Applicable Laws with respect to the Data shared under this Agreement. Nothing in this paragraph authorizes sharing Data provided under this Agreement with any other entity for any purpose other than completing Schoolzilla's Services to the District. Should a third party, including without limitation law enforcement and government entities, contact Schoolzilla with a request for data held by Schoolzilla pursuant to the Services, Schoolzilla will redirect the third party to request the data directly from the District. Schoolzilla will notify the North Clackamas School District in advance of any compelled disclosure of Data to a third party.
- Not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the Services. All copies of Data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original Data. The ability to access or maintain Data under this Agreement shall not under any circumstances transfer from Schoolzilla to any other institution or entity or unauthorized individual or agent except as expressly provided in this Agreement.

5. Indemnification To the extent permitted by law, Schoolzilla will defend, indemnify, and hold harmless District, and its employees, contractors, directors, agents, and representatives from and against any liabilities, losses, claims, and expenses, including reasonable attorney's fees, arising from Schoolzilla's actions or omissions in connection with Schoolzilla's provision of Services to the District per this Agreement.

6. Notice of Sale/Merger Before transferring any of the District's Data to another entity in the event that a third party purchases all or most of Schoolzilla's ownership interests or assets, or if Schoolzilla intends to merge with another entity, Schoolzilla will notify the District at least 10

business days in advance of the Data transfer and give the District the opportunity to terminate Schoolzilla's services, in which event Schoolzilla will delete, and notify in writing the completion of the deletion of all of the District's Data in Schoolzilla's possession using industry standard deletion practices.

7. Governing Law This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of law principles. Each party consents and submits to the sole and exclusive jurisdiction to the state and federal courts in Clackamas County, Oregon for any dispute arising out of or relating to this Agreement or the transactions contemplated hereby.

8. Nonwaiver No delay or omission of the District to exercise any right hereunder shall be construed as a waiver of any such right and the District reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

9. Authority Schoolzilla represents that it is authorized to execute and carry out the terms of this Agreement, including maintaining the confidentiality of the Data and destruction of Data.

10. Severability

Any provision of this Agreement that is deemed prohibited or unenforceable by a court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

11. Successors and Assigns This Agreement will bind and inure to the benefits of the Parties and their respective successors and assigns. **12. Amendments** This Agreement may be amended by the Parties by mutual written agreement signed by both Parties.

Agreed to and accepted by

(North Clackamas School District)

Date:

Agreed to and accepted by:

DocuSigned by:
Lynzi Ziegenhagen
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(Schoolzilla)

Date:

5/1/2019
