

## STUDENT DATA PRIVACY ADDENDUM

This Addendum is entered into between Park City School District and Vendor as it relates to the Terms of Service or other contractual agreement governing the use of the website, online service, online application, mobile application or software program (the “Application”) identified below.

Name of Application: Branching Minds

The services or functions included in the Terms of Service between Vendor and Park City School District (“Parties”) involve Vendor obtaining or using student data or other personally identifiable student data.

Park City School District (“PCSD”) is subject to the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99.

In addition, applicable Utah privacy laws require that third-party contractors using student data adhere to certain requirements regarding the protection of that data. *See generally* Utah Code § 53E-9-301 to -310.

PCSD and Vendor desire to have Vendor comply with state and federal student privacy laws.

To protect the privacy of student data, PCSD and Vendor include and incorporate this Addendum to the Terms of Service or other agreement governing the use of the Application.

The Parties agree as follows:

1. The term of this Addendum shall remain in effect for so long as the Application is in use within PCSD. In the event of a conflict between the terms of this Addendum and the Application’s Terms of Service or other contractual documents, this Addendum shall control.
2. The terms “student data”, “personally identifiable student data”, “targeted advertising” and “biometric information” have the meaning assigned to them by Utah Code § 53E-9-301, as currently in effect or as it may be amended in the future.
3. Vendor shall only access, collect, store, process, or use student data strictly for the purpose of providing the Application and only as otherwise permitted by Utah Code section 53E-9-309, as currently in effect or as it may be amended in the future, and any other applicable laws that are effective during the period the Application is in use.
4. Vendor agrees that all data files, including derivative files, and all data files resulting from its uses of student data provided or obtained pursuant to the Terms of Service are subject to this Addendum.
5. Vendor acquires no rights or licenses to use student data for any other purpose than providing the Application, including to the extent such use improves the operability and functionality of the Application.
6. Vendor may not sell student data, except in connection with a merger, acquisition, or sale of Vendor’s business, and in that case, compliance with this Addendum must be maintained.

7. Vendor may not collect, use, or share student data in a manner inconsistent with this Addendum or as otherwise agreed in writing by PCSD.
8. Vendor may not use student data for targeted advertising.
9. Vendor may not collect a student's social security number.
10. Vendor may not collect a student's biometric information.
11. Vendor shall ensure the system in which student data is stored and maintained is in compliance with industry standards for the security and privacy of student data.
12. Vendor shall protect all student data in a manner that does not permit disclosure of student data to anyone other than those individuals within its organization to whom Vendor has determined to have legitimate interests in the student data for purposes of providing the contracted service or otherwise in connection with the use of the Application.
  - a. Vendor shall maintain an audit trail for the duration of the Terms of Service which reflects the granting and revoking of access privileges for the purposes of tracking any unauthorized use or access to student data. A copy of this audit trail may be requested by PCSD at any time and shall be provided within ten days of PCSD's request.
  - b. PCSD, or its designee shall have the right to audit Vendor's compliance with this Addendum and Vendor shall provide such access and information as is reasonably necessary in furtherance of same. PCSD shall provide at least 48 hours advance written notice of its intent to conduct an audit.
13. Vendor shall notify PCSD in writing immediately upon discovering any breach, or suspected breach of security, or any disclosure of student data to an unauthorized individual within Vendor's organization, or unauthorized re-disclosure to anyone. Notification shall include the date of improper release and a secure transmission of list(s) of affected students or families to assist PCSD in notifying students, parents, or guardians of the improper release as required by federal and state law. Vendor agrees the improper release of any education record constitutes a material breach of the Terms of Service. Vendor shall be solely responsible and liable for any claims or damages that occur from its failure to comply with its obligations in this Addendum.
14. Upon termination or completion of the contract or other use of the Application, Vendor shall securely destroy or return to PCSD any personally identifiable student data, unless the student's parent consents to Vendor's maintenance of the student's personally identifiable student data.

15. Notices required by this Addendum shall be provided to:  
 Andrew Frink, Director of Technology and Chief Privacy Officer at: [afrink@pcschoools.us](mailto:afrink@pcschoools.us)

Signed: David Meza Date: 3/28/19

Title: Chief Operating Officer