

## Colorado Data Privacy Addendum

The provisions of this Data Privacy Addendum are a part of the Master Subscription Agreement between NWEA and Thomas Maclaren School ("Subscriber").

### Covered Data

Student PII means 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 C.R.S. § 22-16-103(13) & 34 C.F.R. § 99.3 (defined as "PII").

### 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 C.R.S. § 22-16-101, *et seq.*

### NWEA Obligations:

1. *Uses and Disclosures as Provided in the Agreement.* NWEA may use and disclose the PII provided by the District only for the purposes described in the Agreement and only in a manner that does not violate local or federal privacy regulations. Only the individuals or classes of individuals will have access to the data that need access to the PII to do the work described in the Agreement. NWEA shall ensure that any subcontractors who may have access to PII are contractually bound to follow the provisions of the Agreement.
2. *Nondisclosure Except as Provided in the Agreement.* NWEA shall not use or further disclose the PII except as stated in and explicitly allowed by the Agreement and state and federal law. NWEA does not have permission to re-disclose PII to a third party.
3. *Safeguards.* NWEA agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. NWEA shall ensure that PII is secured and encrypted to the greatest extent practicable during use, storage and/or transmission. NWEA agrees that PII will be stored on equipment or systems located domestically.
4. *Reasonable Methods.* NWEA agrees to use "reasonable methods" to ensure to the greatest extent practicable that NWEA and all parties accessing data are compliant with state and federal law. Specifically, this means: 1. Only de-identified student data may be used for the purposes of educational research. 2. NWEA must protect PII from re-identification, further disclosures, or other uses, except as authorized by the District in accordance with state and federal law. Approval to use PII for one purpose does not confer approval to use it for another.
5. *Confidentiality.* NWEA agrees to protect PII according to acceptable standards and no less rigorously than they protect their own confidential information.
6. *Reporting.* Upon discovering the misuse or unauthorized release of PII, NWEA shall notify the District as soon as possible in accordance with applicable state law.

7. *Data Destruction.* PII must be destroyed in a secure manner or returned to the District at the end of the work described in the Agreement. NWEA agrees to send a written certificate that the PII was properly destroyed or returned within 90 days for the assessment environment and three hundred and sixty-five (365) days for backups of assessment data. Additionally, during the term of the Agreement, NWEA shall destroy PII upon request of the District as soon as practicable. NWEA shall destroy PII in such a manner that it is permanently irretrievable in the normal course of business.
8. *Minimum Necessary.* NWEA attests that the PII requested represents the minimum necessary information 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 PII in order to perform the work.
9. *Authorizations.* When necessary, NWEA agrees to secure individual authorizations to maintain or use the PII in any manner beyond the scope or after the termination of the Agreement.
10. *Data Ownership.* The District is the PII owner. NWEA does not obtain any right, title, or interest in any of the PII furnished by the District.
11. *Misuse or Unauthorized Release.* NWEA shall notify the District as soon as possible upon discovering the misuse or unauthorized release of student PII held by NWEA or one of its subcontractors, regardless of whether the misuse or unauthorized release is the result of a material breach of the Agreement.
12. *Data Breach.* In the event of a data breach that includes PII which directly results from the acts or omissions of NWEA, NWEA will be responsible for contacting and informing any parties, including students, which may have been affected by the security incident. NWEA will promptly notify the District upon the discovery of any data breach.

### **Prohibited Uses**

NWEA shall not sell student PII; use or share student PII for purposes of targeted advertising; or use student PII to create a personal profile of a student other than for accomplishing the purposes described in the Agreement.

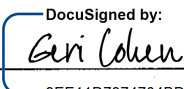
Notwithstanding the previous paragraph, NWEA may use student PII to ensure legal or regulatory compliance or take precautions against legal liability; respond to or participate in the judicial process; protect the safety of users or others on NWEA's website, online service, or application; or investigate a matter related to public safety. NWEA shall notify the District as soon as possible of any use described in this paragraph.

### **School Service Contract Provider Additional Provisions**

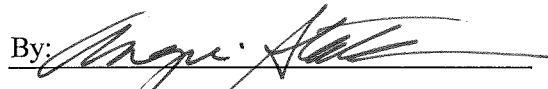
If NWEA is a School Service Contract Provider – defined in C.R.S. § 22-16-103 as an entity that enters into a contract with the District to provide a website, online service, or application that is designed and marketed primarily for using in a school and collects, maintains or uses student personally identifiable information – the following provisions shall apply:

1. *Data Collection Transparency and Privacy Policy.* Contract shall provide clear information that is understandable by a layperson explaining the data elements of student PII that NWEA collects, the learning purpose for which it collects the student PII, and how NWEA uses and shares the student PII. The information must include all student PII that NWEA collects regardless of whether it is initially collected or ultimately held individually or in the aggregate. NWEA shall provide the District with a link to the information on a webpage maintained and updated by NWEA so that the District may post the link on its website.
2. *Notice Before Making Changes to Privacy Policy.* NWEA shall provide notice to the District before making material changes to NWEA's privacy policy that affects student PII.
3. *Access to Student Information.* Upon request by the District, NWEA agrees to provide in a readable electronic format a copy of all student PII maintained by the NWEA for individual students.
4. *Correction of Inaccurate Student PII.* NWEA shall facilitate access to and correction of any factually inaccurate student PII in response to a request for correction that the District receives consistent with the following process: If NWEA receives a request from a parent or guardian challenging the content of a student's record maintained by NWEA, NWEA shall contact District to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct erroneous student record as directed by District in writing.
5. *Grounds for Termination.* NWEA understands that any breach by NWEA or any subcontractor of this addendum, state or federal law regarding student information, or the NWEA's privacy policy described above, may be grounds for termination of the Agreement in accordance with C.R.S. § 22-16-107(2)(a).

**NWEA**

By:   
Name: Geri Cohen  
Title: CFO  
Date: 5/23/2018

**Subscriber**

By:   
Name: Angie Stattman  
Title: Business Manager  
Date: 5/23/2018