CONFIDENTIALITY ADDENDUM
(Prohibiting Redisclosure of Confidential Student Records and Information)

This Confidentiality Addendum ("Addendum") is made and entered into by and between Teaching Strategies, LLC (the "Vendor") and Montrose County School District RE-1J (the "District"). The Vendor and the District are collectively referenced herein as the "parties." This Addendum supersedes the Subscription Services Terms and Conditions dated July 31, 2018, between Vendor and the District (the "Contract") by adding to, deleting from and modifying the Contract as set forth herein. To the extent any addition to, deletion from or modification of the Contract results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect. In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. <u>Definitions</u>.

1.1 As used in this Addendum, "personally identifiable information" is defined as information (including metadata) that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information includes but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's social security number, student number or biometric record; and (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name.

1.2 As used in this Addendum, "education records" is defined as records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Vendor.

1.3 As used in this Addendum, "confidential student records and information" is defined as education records and personally identifiable information concerning District students, including but not limited to confidential student records and information disclosed to, collected by and/or generated by Vendor. Confidential student records and information does not include "de-identified confidential student records and information," as defined in section 1.5 below.

1.4 As used in this Addendum, "collect" is defined as the gathering of data and other information by any means, including but not limited to the use of logs, cookies, tracking pixels, etc.

1.5 As used in this Addendum, "de-identified confidential student records and information" is defined as confidential student records and information from which all personally identifiable information, and the ability to determine any personally identifiable information, is removed.

1.6 As used in this Addendum, "securely destroy" is defined as removing confidential student records and information from Vendor's systems, paper files, hard-copy and electronic records, databases and any other media regardless of format, in accordance with the standard detailed in the National Institute of Standards and Technology ("NIST") SP 800-88 Guidelines for Media Sanitization, so that the confidential student records and information are permanently irretrievable in Vendor's normal course of business.

eligible student requests to inspect and review education records as authorized under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and/or under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 to -206 ("CORA"). The District, not Vedor, shall respond to all parent/guardian and eligible student requests to inspect and review records, data and other information.

5. **School Service Contract Provider.** If Vendor is a "school service contract provider" under the Colorado Student Data Transparency and Security Act (the "Act"), the Contract is amended to add the language in this section 5. Under the Act, a "school service contract provider" is defined as an entity (other than the Colorado Department of Education, a K-12 public education entity or an institution of higher education) that enters into a formal, negotiated contract with the District to provide a "school service." Under the Act, a "school service" is defined as an Internet website, online service, online application or mobile application that: (a) is designed and marketed primarily for use in a preschool, elementary school or secondary school; (b) is used at the direction of District teachers or other District employees; and (c) collects, maintains or uses confidential student records and information.

5.1 Vendor shall provide to the District, in a format acceptable to the District that is easily accessible through a website: (a) the data elements of confidential student records and information that Vendor collects under the Contract, regardless of whether the data elements are initially collected or ultimately held individually or in the aggregate using protocols that are effective for preserving the anonymity of each student included in the data; (b) the learning purpose for which Vendor collects the confidential student records and information; and (c) how Vendor uses and shares the confidential student records and information. Vendor shall update this information as necessary to maintain accuracy.

5.2 Vendor shall facilitate the District's access to and correction of any factually inaccurate confidential student records and information as required in response to correction requests from parents/guardians and eligible students.

6. **Remedies.** If Vendor fails to comply with any of the foregoing requirements at any time during or after the term of the Contract the District may, as applicable, terminate the Contract and/or disqualify [VENDOR] from future contracts with the District.

IN WITNESS WHEREOF, Vendor and the District have signed this Addendum as of the dates set forth below.

TEACHING STRATEGIES, LLC

By: H O'Shea Date: 09/12/2018
Heather O'Shea, Chief Financial Officer

MONTROSE COUNTY SCHOOL DISTRICT RE-1J

By: _____ Date: 9/13/2018
[Name and Title]