

RCA DATA PRIVACY ADDENDUM

This DATA PRIVACY ADDENDUM (this "Data Privacy Addendum") is entered into by and between _____ ("Partner School") and Ron Clark Academy ("RCA"), a Georgia nonprofit entity with its headquarters at 228 Margaret St SE, Atlanta, GA 30315 (together, the "Parties"). The Parties agree to the terms as stated herein.

1. PURPOSE AND SCOPE

1.1 Purpose of Data Privacy Addendum. The purpose of this Data Privacy Addendum is to describe the duties and responsibilities to protect Student Data transmitted to RCA from the Partner School and its Users pursuant to the Agreement, including compliance with all applicable federal and state privacy statutes. This Data Privacy Addendum, together with the House Points App Terms of Use ("Terms of Use") is the "Agreement."

1.2 Nature of Services Provided. Partner School wishes to access and use the RCA House Points App (the "House Points App") and the RCA services as set forth in the Terms of Use (the "Services") and any other products and services that the House Points App may provide now or in the future (collectively, the "System").

1.3 Student Data to Be Provided. In connection with its use of the System, Partner School intends to provide to RCA some or all of the data elements set forth in the Terms of Use. Partner School is responsible for the information it inputs into the system (including through its faculty, employees, contractors, agents, or other third parties), and consequently, Partner School agrees not to provide additional data elements beyond those described in the Terms of Use except with the prior written approval of RCA.

2. DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of Partner School. All Student Data or any other Pupil Records transmitted to RCA pursuant to the House Points App Agreement is and will continue to be the property of and under the control of the Partner School, or the party who provided such Student Data or Pupil Records (such as the faculty member or parent). The Parties hereto agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Agreement shall remain the exclusive property of the Partner School or the party who provided such Student Data or Pupil Records (such as the student or parent). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to RCA from Partner School, RCA shall be considered a School Official, under the control and direction of the Partner Schools as it pertains to the use of Education Records notwithstanding the above.

2.2 Parent Access. As set forth in applicable law, Partner School shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Personally Identifiable Information contained in the related student's Pupil Records and correct erroneous information, consistent with the functionality of System. Partner School may incorporate RCA's parent portal into its procedures; however, RCA provides the parent portal for informational purposes and makes no representations regarding its sufficiency as a compliance mechanism for any particular law or regulation. RCA encourages all partner schools to consult with legal counsel in ensuring that their use of the System is consistent with applicable law. RCA agrees to respond in a reasonably timely manner to the Partner School's request for Personally Identifiable Information contained in a student's Pupil Records held by RCA to view or correct as necessary. In the event that a parent/legal guardian of a student or other individual contacts RCA to review any of the Pupil Records or Student Data accessed pursuant to the System, RCA may refer the parent or individual to the Partner School. In such event, Partner School shall follow the necessary and proper procedures regarding the requested information.

2.3 Third Party Request. Should a Third Party, excluding a Service Provider, including law enforcement and government entities, contact RCA with a request for Student Data held by RCA pursuant to the System, RCA may redirect the Third Party to request the Student Data directly from the Partner School. RCA agrees to notify the Partner School in advance of a compelled disclosure to a Third Party unless legally prohibited.

2.4 No Unauthorized Use. RCA will not use Personally Identifiable Information from Student Data or in a Pupil Record for any purpose inconsistent with the Agreement.

2.5 Service Providers. RCA will enter into written agreements with all Service Providers performing functions pursuant to the Agreement, whereby the Service Providers agree to protect Student Data in a manner consistent with the terms of this Data Privacy Addendum.

3. DUTIES OF PARTNER SCHOOL

3.1 Provide Data In Compliance With FERPA. Partner School shall provide Student Data for the purposes of the Agreement in compliance with any applicable state or federal laws and regulations (including FERPA) and municipal ordinances pertaining to data privacy and security applicable to Partner School. If Partner School provides Education Records to RCA, Partner School represents, warrants and covenants to RCA, as applicable, that Partner School has:

- a. complied with all applicable provisions of FERPA relating to disclosures to school officials with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights that the Partner School defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by RCA; or
- b. obtained all necessary parental or eligible student written consent to share the Student Data with RCA, in each case, solely to enable RCA's operation of the System.

Partner School represents, warrants, and covenants to RCA that it shall not provide information to RCA from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. RCA depends on Partner School to ensure that the Partner School is complying with the FERPA provisions regarding the disclosure of any student information that will be shared with RCA.

3.2 Reasonable Precautions. Partner School shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the System and hosted data in accordance with the Agreement and applicable law.

3.3 Unauthorized Access Notification. Partner School shall notify RCA immediately of any known or suspected unauthorized use or access of the Services or Student Data. Partner School will assist RCA in any efforts by RCA to investigate and respond to any unauthorized use or access.

3.4 Partner School Representative. The Principal Contact Person designated in the House Points App Agreement shall serve as the representative of the Partner School for the coordination and fulfillment of the duties of this Data Privacy Addendum.

4. DUTIES OF RCA

4.1 Privacy Compliance. RCA shall comply with all applicable state laws of the jurisdiction in which Partner School is located and federal laws and regulations pertaining to data privacy and security, applicable to RCA in providing the System to Partner School.

4.2 Authorized Use. The Student Data shared pursuant to the Agreement, including persistent unique identifiers, shall be used for no purpose other than the System and for the uses set forth in the Agreement and/or as otherwise legally permissible. The foregoing limitation does not apply to any De-Identified Data.

4.3 Employee Obligation. RCA shall require all employees and agents who have access to Student Data to comply with all applicable laws with respect to the Student Data shared under the Service Agreement. RCA agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.4 No Disclosure. RCA shall not disclose any Student Data obtained under the Agreement in a manner that directly identifies an individual student to any other entity except as authorized by the Agreement. RCA will not Sell Student Data. Additionally, RCA will not trade or transfer Student Data to any third parties, except with the prior written consent of the Partner School. The prohibition on disclosing, trading, or transferring Student Data does not apply to the access to or disclosure of Student Data to (a) Partner School, (b) to authorized Licensed Users, including parents or legal guardians, (c) as permitted by law or (d) to Service Providers, in connection with operating or improving the System. The list of RCA's current Service Providers can be accessed through the Privacy Policy (which may be updated from time to time).

4.5 De-Identified Data. De-Identified Data may be used for any lawful purpose including, but not limited to, operating and improving the System. RCA's use of such De-Identified Data shall survive termination of this Data Privacy Addendum or any request by Partner School to return or destroy Student Data. RCA agrees not to attempt or have any third party attempt to re-identify De-Identified Data.

4.6 Disposition of Student Data. RCA shall, at Partner School's request, dispose of or delete all Personally Identifiable Information contained in Student Data within a reasonable time period following a written request. If a written request is received from a Partner School, RCA shall transfer said Personally Identifiable Information contained in Student Data to Partner School or Partner School's designee within sixty (60) days of the date of such written request by Partner School, or as required by law, and according to a schedule and procedure as RCA and the Partner School may reasonably agree. If no written request is received, RCA shall dispose of or delete all Personally Identifiable Information contained in Student Data at the earliest of (a) when it is no longer needed for any of the purposes for which it was obtained or (b) as required by applicable law. Disposition may include (1) the shredding of any hard copies of any Personally Identifiable Information contained in Student Data; (2) erasing any Personally Identifiable Information contained in Student Data; or (3) otherwise modifying the Personally Identifiable Information contained in Student Data to make it unreadable or indecipherable or de-identified. RCA shall provide written notification to the Partner School when the Personally Identifiable Information contained in the Student Data has been disposed. Notwithstanding the foregoing, if destruction or disposition is not reasonably feasible for administrative or technical reasons, then RCA will retain the data consistent with the terms of the Agreement for as long as such destruction or disposition is infeasible. The duty to dispose of Student Data shall not extend to De-Identified Data.

5. DATA PROVISIONS

5.1 Data Security. RCA agrees to employ administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, and use or acquisition by an unauthorized person, including when transmitting and storing such information. The general security duties of RCA are set forth below. These measures shall include, but are not limited to:

- Passwords and Employee Access. RCA shall use commercially reasonable precautions to secure usernames, passwords, and any other means of gaining access to the System or to Student Data.
- Destruction of Student Data. RCA shall destroy or delete all Personally Identifiable Information contained in Student Data obtained under the Agreement as set forth in Section 4.6 hereof.
- Security Protocols. Both Parties agree to maintain security protocols that meet applicable industry standards in the transfer or transmission of any Student Data, including adopting measures designed to enable Student Data to be viewed or accessed only by individuals or entities legally allowed to do so. The foregoing does not limit the ability of RCA to allow any necessary Service Providers to view or access data

as set forth in Section 4.4 hereof. RCA shall maintain all Student Data obtained or generated pursuant to the Agreement in a secure computing environment.

- Employee Training. RCA shall provide security training to those of its employees who operate the Services.
- Security Technology. When the System are accessed using a supported web browser, RCA will ensure that Secure Socket Layer (“SSL”), or equivalent technology that protects information, using both server authentication and data encryption is used to help ensure that Student Data is transmitted in a safe and secure manner. RCA shall host data pursuant to the Agreement in an environment using a firewall that is periodically updated according to industry standards.
- Security Coordinator. Questions regarding RCA’s security practices may be addressed to Junior Bernadin at rcahousepionts@ronclarkacademy.com
- Service Provider Bound. RCA shall enter into written agreements whereby Service Providers agree to secure and protect Student Data in a manner consistent with the terms of this Section 5.

5.2 Data Breach.

a. In the event that RCA becomes aware of any unauthorized disclosure of or access to Student Data (a “Security Incident”) other than an inadvertent disclosure to an RCA or Service Provider employee or agent, RCA shall provide notice to the Partner School as required by the applicable state law (each, a “Security Incident Notification”).

b. Unless otherwise required by the applicable law, the Security Incident Notification may be written in plain language entitled “Notice of Data Breach” and present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.

c. The Security Incident Notification described above in Section 5.2(a) shall include such information required by the applicable state law.

d. To the extent required by the applicable state law, RCA shall notify the affected parent, legal guardian or eligible pupil of the Security Incident.

6. MISCELLANEOUS

6.1 Term. Except as otherwise stated herein, RCA shall be bound by this Data Privacy Addendum for the duration of the Agreement or as required by law.

6.2 Termination. In the event that either Party seeks to terminate this Data Privacy Addendum, they may do so by terminating the Agreement.

6.3 Effect of Termination Survival. If the Agreement is terminated, RCA shall dispose of all of Partner School’s Personally Identifiable Information contained in Student Data pursuant to Section 4.6.

6.4 Priority of Agreements. This Data Privacy Addendum shall govern the treatment of Student Data. With respect to the treatment of Student Data, in the event there is conflict between the terms of this Data Privacy Addendum and other aspects of the Agreement or any other agreement between the Partner School and RCA, the terms of this Data Privacy Addendum shall apply and take precedence. Except as described in this paragraph, all other provisions of the Agreement shall remain in effect.

6.5 Notice. All notices or other communication required or permitted to be given hereunder must be sent to Partner School or RCA, at the following addresses:

RCA: 228 Margaret Street SE, Atlanta, GA 30315

Partner School: _____

7. DEFINITIONS

“Agreement” means, collectively, the Terms of Use and this Addendum [OCPS Software License Addendum]

“De-Identified Data” is information that has been stripped of data elements that would personally identify an individual.

“Directory Information” shall have the meaning therefor under FERPA cited as 20 U.S.C. 1232g(a)(5)(A).

“Education Records” shall have the meaning therefor under FERPA cited as 20 U.S.C. 1232g(a)(4).

“Licensed User” means a teacher, employee, official, contractor, or agent of a Partner School or the parent or legal guardian of a Participating Student.

“Personally Identifiable Information” or “PII” means information containing data elements that would personally identify an individual, such as a first and last name or social security number.

“Pupil Records” means both of the following: (1) any information that directly relates to a pupil that is maintained by Partner School and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other employee of the Partner School.

“School Official” means, for the purposes of this Data Privacy Addendum and pursuant to CFR 99.31 (B), a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of Education Records; and (3) is subject to CFR 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

“Sell” consistent with the Student Online Privacy Protection Act (SOPIPA) and the Student Privacy Pledge, does not include or apply to the purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the personal information in a manner consistent with the Education Privacy Principles with respect to the previously acquired personal information.

“Service Provider”, means, for the purposes of the Data Privacy Addendum, a party other than Partner School or RCA or Users, who RCA uses for data collection, analytics, storage, or other service to operate and/or improve the Services, and who has access to PII.

“Student Data” means any data, whether gathered by RCA or provided by Partner School or its users, students, or students’ parents/guardians, that is directly related to a Partner School student including, but not limited to, information in the student’s Educational Record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special

education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information.

Student Data shall not constitute that information that has been anonymized, De-Identified Data, or anonymous usage data regarding a student's use of the System.

"Participating Student" means a student enrolled at the Partner School with an account on the Services.

"RCA Website" means the website for the House Points App presently located at <https://www.rcahousesystem.com>, which URL is subject to change from time to time.

"Terms of Use" means the RCA House Points App Terms of Use between each Partner School and RCA, located at <http://www.ronclarkacademy.com/Terms-and-Conditions>.

"Third Party" means, for purposes of this Data Privacy Addendum, any person other than RCA, Partner School, a User, or a Service Provider.

"Users" means, collectively, Participating Students and Licensed Users.