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TERMS OF USE AND NON-DISCLOSURE ADDENDUM

THE TERMS OF USE AGREEMENT ("Agreement") is entered into between Manitou Springs School District ("District 14") and _____ ("hereinafter referred to as "The Vendor"). Hereafter, each may be referred to in the singular as, the "Party" or collectively, as the "Parties" in this Agreement.

WHEREAS, The Vendor by and through name and product(s) _____ acknowledges and understands that District 14 is required to safeguard the privacy of its students' educational records in a manner consistent with the mandates of:

- A. FERPA (The Family Educational Rights and Privacy Act), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.
- B. The Colorado House Bill 16-1423 (Student Data Transparency and Security Act) and the applicable regulations promulgated thereunder.
- C. COPPA (Children's Online Privacy and Protection Act, 15 U.S.C. 6501-6505

WHEREAS, The Vendor agrees that any information given to it by District 14 in order to perform its services (such as passwords, E-mail addresses, student demographic data, or financial data), whether provided through electronic transfer or on physical drives, is the sole property of District 14. Any discovery of personal information by the Vendor through accessing personal E-mail, personal files, all privacy act information, images etc. during the execution of Vendor's work remains confidential.

WHEREAS, The Vendor acknowledges and holds harmless District 14 in publishing a list of vendors on its public website in non-compliance with these terms of use. District 14 will comply with all state laws in reporting vendors in non-compliance, to include reporting to the Colorado Department of Education for publication on their public website. Changes to Vendor's practices, Privacy Policy, or End User License Agreement that conflict with existing statutes may result in immediate termination of any vendor contract with District 14.

DEFINITIONS

- A. "Student Personally Identifiable Information" (Student PII) means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a school service, or by a school service contract provider or school service on-demand provider.
- B. "Aggregate data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.
- C. "Destroy" means to overwrite data, or use another effective method of data destruction, as necessary to render the data permanently irretrievable from every data storage region in which it may be stored. Destroying data does not require an entity to physically destroy disc drives, servers, or other data-storage-related hardware.
- D. "Targeted advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or personally identifiable information. "targeted advertising" does not include:

- i. Advertising to a student:
 - 1. At an online location based on the student's current visit to that location or in response to the student's request for information or feedback;
 - 2. Without the collection and retention of a student's online activities over time;
- ii. Adaptive learning, personalized learning, or customized education; or
- iii. With the consent of a student or the student's parent, using the student's personally identifiable information to identify for the student institutions of higher education or scholarship providers that are seeking students who meet specific criteria.

TERMS AND CONDITIONS

Transparency

The Vendor shall provide clear information about the elements of student personally identifiable information that the Vendor collects, the learning purpose for which the Vendor collects the student personally identifiable information, and how the Vendor uses and shares the student personally identifiable information (Exhibit I). The information must include all student personally identifiable information that the Vendor collects regardless of whether it is initially collected or ultimately held individually or in the aggregate (Exhibit I). The Vendor shall provide the information to District 14 in a format that is easily accessible through a website, with the knowledge that District 14 will post this information on their public website. The Vendor shall update the information as necessary to maintain accuracy. The Vendor shall provide clear notice to District 14 before making material changes to its privacy policy for school services contracted herein. The Vendor shall facilitate access to and correction of any factually inaccurate student personally identifiable information (PII) for District 14 at the request of the affected student or his or her parent.

Use of data.

- (1)(a) The Vendor may collect, use, and share student personally identifiable information only for the purposes authorized in the contract between the parties in this agreement and/or with the consent of the student who is the subject of the information or the student's parent.
- (b) The Vendor must obtain the consent of the student or the student's parent before using student personally identifiable information in a manner that is materially inconsistent with the Vendor's privacy policy or materially inconsistent with the contract between the parties that applies to the collection of the student personally identifiable information.
- (c) The Vendor will not make use of and/or publish, disclose or otherwise disseminate any of the passwords, student personally identifiable information, student personally identifiable performance data, or financial data supplied and/or data stored on the District 14's equipment to a third party.
- (2) The Vendor shall not:
- (a) Sell student personally identifiable information; except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Vendor, or any assets of the Vendor, by another entity, so long as the successor entity continues to be subject to the provisions of this contract with respect to student personally identifiable information that the Vendor acquired while subject to the provisions of this article;
 - (b) Use or share student personally identifiable information for purposes of targeted advertising to students; or
 - (c) Use student personally identifiable information to create a personal profile of a student other than for supporting purposes authorized by the contracting public education entity or with the consent of the student or the student's parent.
- (3) Notwithstanding any provision of paragraph (b) 1 subsection (1) or of subsection (2) of this section to the contrary:
- (a) (i) The Vendor may use or disclose student personally identifiable information to:
 - (A) Ensure legal or regulatory compliance or after pre-approval from the district take precautions against liability;
 - (B) Respond to or participate in the judicial process;
 - (C) Protect the safety of users or others on the Vendor's website, online service, online application, or mobile application; or
 - (D) Investigate a matter related to public safety.
 - (ii) If the Vendor uses or discloses student personally identifiable information as allowed in subparagraph (i) of this paragraph (a), the Vendor shall notify District 14 as soon as possible after the use or disclosure of the information.
 - (b) The Vendor may use, or disclose student personally identifiable information to, a subcontractor only if the Vendor contractually requires the subcontractor to comply with all applicable laws and terms substantially similar to those in this contract. The provisions of this paragraph (b) apply to the ability of an initial or subsequent subcontractor to further subcontract. If District 14 determines that an initial or subsequent subcontractor has committed a material breach of the contract that involves the misuse or unauthorized release of student personally identifiable information, District 14 shall terminate the contract with the Vendor; except that District 14 is not required to terminate the contract if the Vendor terminates the contract with the subcontractor as soon as possible after the Vendor knows or has reason to know of the initial or subsequent subcontractor's material breach.

(4) For purposes of this section and section "data destruction", a student may consent to the use, sharing, or retention of the student's student personally identifiable information only if the student is at least eighteen years of age or legally emancipated.

Data Security and Data Destruction

(1) The Vendor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personally identifiable information. The information security program must make use of appropriate administrative, technological, and physical safeguards.

(2) During the term of a contract between the Vendor and District 14, if District 14 requests destruction of a student's student personally identifiable information collected, generated, or inferred as a result of the contract, the Vendor shall destroy the information as soon as practicable after the date of the request unless:

(a) The Vendor obtains the consent of the student or the student's parent to retain the student's student personally identifiable information; or

(b) The student has transferred to another public education entity and the receiving public education entity has requested that the Vendor retain the student's student personally identifiable information.

(c) All such requests to delete a student's personally identifiable information must be made in writing.

(3) Following the termination or conclusion of this contract and upon written request of District 14, the Vendor shall, within the time period specified in the contract, destroy all student personally identifiable information collected, generated, or inferred as a result of the contract. If the contract does not specify a period for destruction of student personally identifiable information, the Vendor shall destroy the information in accordance with Vendor's data destruction policy or within 30 days of receipt of written request by District 14. The Vendor shall notify District 14 of the date upon which all of the student personally identifiable information is destroyed.



Viable Authority Signature (Vendor)

Global Controller

Viable Authority Title

December 11, 2017

Date

Dave Storer

Viable Authority printed name



District 14 Representative Signature

Asst. Supt.

District 14 Representative Title

Dec 11, 2017

Date

Tim Miller

District 14 Rep. Printed Name

Exhibit I Naviance Privacy Policy

(Last updated 6/23/2016)

Naviance by Hobsons ("Naviance") is a web and mobile-based K-12 college and career readiness platform owned and operated by Naviance, Inc. Naviance helps students in grades K-5 explore the connection between their interests, goal setting and achievement, and helps students in grades 6-12 explore goal setting, career ideas, academic planning, and college preparation, while operating as the system of records for schools and districts.

Your privacy is important to us and we are committed to protecting your information. This Privacy Policy explains how we collect, use and protect information in Naviance. This Privacy Policy must be read together with the Terms of Service.

If you are located outside of the United States, please be aware that the information you provide to us is transmitted to and processed in the United States. Data will be protected subject to this Privacy Policy and applicable law, which may be different from the laws in your country. By using Naviance, you agree to this.

Information Provided by Schools and Districts ("Clients"):

When Clients decide to use Naviance, they submit information necessary to create their school account, including first and last names, ID numbers, email addresses, user names and passwords for the school and district staff users.

Clients also submit minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance:

- Grades K-2: Grade and teacher name
- Grades 3-5: Last name, unique ID number, grade and teacher name
- Grades 6-12: Last name, unique ID number, gender, class year and district campus

Additional information Clients would like to host about their students within Naviance is done at the Clients' discretion for their internal review, analysis and reporting. This may include student personal information and academic records, including student first names, contact information, date of birth and other demographic information, grades, test results and performance data. Clients may also host information about a student's parent or legal guardian, including, but not limited to names, street addresses and other contact information.

Clients may create accounts in Naviance for students' parent or legal guardians by importing their existing records and submitting user names. At the Client's discretion, parents may be provided with access privileges to view and/or edit certain information.

Information Provided by Students:

Depending on their grade, students log into Naviance using information provided by the Client or they create their own user name and password:

- Grades K-2: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 3-5: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also be asked to enter a user name provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 6-12: Students create a user name and password. Also, subject to the configuration options selected by Clients, students may choose to add information such as their email address, phone number or home address.

A Special Note About Students Under the Age of 13:

Naviance, Inc. operates in compliance with the Children's Online Privacy Protection Act (COPPA). Subject to the configuration options selected by Clients, students under the age of 13 may be asked to submit personal information. Any such information is used only for their school purposes.

Naviance, Inc. relies on Clients to provide consent for collection of that data on behalf of the parents or legal guardians, as agreed to in advance by Clients.

Clients may also make any information provided by students under the age of 13 available to parents or legal guardians to review through each Client's product dashboard.

Naviance Usage Information and Cookies:

When using Naviance, our servers automatically collect the Internet Protocol ("IP") address associated with the user's computer. We may also collect additional information such as login timestamp, the browser type and version, and the operating system of the computer. This information is logged to help us to diagnose technical problems and to administer Naviance.

To collect information about the use of Naviance, we use cookies. Cookies are small data files sent by a website or application and stored on the computer or device at the request of that site or app. Cookies store information related to the browser to enable us to recognize the browser on return visits to Naviance and to remember your preferences. We use third-party service providers to assist us in collecting and understanding the usage information. Most browsers can be set to detect browser cookies and to let you reject them, but refusing cookies may make it difficult to use Naviance. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your Web browser.

How We Use and Disclose Information:

WE DO NOT SELL DATA, and we do not use personally identifiable information for commercial purposes. In addition, we do not disclose, distribute, access or reference any personal information except as noted at the time that we request the information or in the following circumstances:

- When directed by Clients on behalf of their employees or students
- To our third party service partners to permit them to provide features and services on our behalf and as requested by Clients (see Third Party Services section)
- To postsecondary institutions when a Client has specifically requested the availability of features that allow their users in grades 9-12 to connect with such institutions
- To resolve a problem or support issue on behalf of a Client
- To investigate a suspected violation of the Terms of Service.
- As may be required by law or as ordered by a court, in which event we shall notify Clients and shall work with Clients to seek to limit the scope of the required disclosure
- In the event of a reorganization, merger, sale, assignment, bankruptcy or other disposition of our business, in which case the transferred information will remain subject to the terms of this Privacy Policy.

We may use non-personal information, including aggregated, de-identified data for a variety of purposes subject to applicable law, including:

- to improve our educational products for adaptive learning purposes and for customizing the student experience
- to demonstrate the effectiveness of Naviance, including in our marketing materials
- to develop and improve our products

Third Party Services:

Naviance provides Clients with access to a variety of features which Clients may choose to make available to their students. These features, some of which are operated by third party providers, are available only to students in grades 6-12, and may be turned on or off at the sole discretion and control of Clients.

Naviance also provides Clients of students in grades 6-12 with the opportunity to purchase additional third party features. These include, but are not limited to, features that allow students to explore learning styles, explore college and career pathways, and connect with postsecondary institutions around the globe that may be of interest.

If Clients choose to make these features available to their students, a limited amount of information, including personal information, may need to be sent to the third party in order to deliver the service to the Client and their students. Naviance does not disclose more information to third parties than is necessary for them to provide features on behalf of Naviance.

All third parties have agreed to handle the information in compliance with this Privacy Policy and the Naviance security policy. They may use the information for the sole purpose of providing the service to Clients and their students.

We are not responsible for data once it has been submitted to a postsecondary institution. In addition, Clients and students should be aware that if they choose to connect with a postsecondary institution in another country, their data will be subject to the laws of that country.

Naviance also provides Clients with links to third party websites and allows Clients to add links to websites that they may then share with their students in all grades. We do not control, and therefore are not responsible for, the content or privacy practices of those websites. Those websites are governed by their own privacy policies, and we encourage Clients and students to read them.

How Clients Can Modify Information:

Clients may update or change their institution's information by contacting us, or in some cases, may update their records through the relevant areas of Naviance. We also provide Clients with a dashboard that allows them to access, modify and delete student and parent information, as may be required by law or otherwise deemed necessary from time to time. At their discretion, Clients may also provide students and parents with the ability to access select information.

Since Naviance is used at the direction of the Client, parents and eligible students must work directly with their school to access or modify their information or manage permissions.

Security:

We are committed to protecting the security, integrity and confidentiality of the data through the use of physical and technical safeguards. Naviance uses Transport Layer Security (TLS) encryption and server authentication technology to protect data when Naviance is accessed using a supported web browser.

We host Client data in secure server and cloud-based environments that use a firewall and other industry-standard technology in an effort to prevent interference or access from outside intruders. We also require unique account identifiers, user names, and passwords that must be entered each time Clients, students or parents sign on to Naviance. The Internet, however, is not perfectly secure and Naviance is not responsible for security breaches not reasonably within its control.

We require that Clients maintain the confidentiality of their user names and passwords. If Clients become aware of any unauthorized use of an account, loss of their or their students' or parents' account credentials or suspect a security breach, notify us immediately.

Data Retention:

As a system of record for its Clients, Naviance retains the data at the sole discretion of Clients, and for as long as they have active agreements for Naviance. After termination of an agreement, Naviance will retain Client data for a limited time period in accordance with the Naviance Data Retention Policy for the convenience of Clients, so that they may retain continuity of their experience should they choose to reengage with Naviance. At the end of the data retention period, we securely delete and destroy personal information from Clients.

However, at any time upon termination of an agreement or otherwise at their discretion, Clients may submit a written request to have their personal information provided to Naviance deleted. We will comply with such written requests within (30) days.

Subject to prior agreement, Clients may choose to retain their data from users in lower grades for Naviance services for higher grades. The data will always remain under the direct control of the Client and subject to the terms of this Privacy Policy.

Note that in the event that a user chooses to submit data to a postsecondary institution, we are unable to delete or otherwise retract that information from the receiving institution.

Notwithstanding the above, we do retain aggregated, de-identified data for the purposes described in the section titled, "How We Use and Disclose Information."

Opt-Out Policy:

We send emails to Clients with information about our products that we believe may be of interest. Clients may opt out of receiving email messages from Naviance by contacting us at privacypolicy@hobsons.com or by clicking on the "unsubscribe" link found at the bottom of every email that we send.

If Clients have opted out of receiving communications from us, we may still send essential communications regarding Naviance to Clients' or students' accounts, such as password change messages.

We do not send email messages on behalf of third parties.

We do allow Clients to send messages to parents and students through Naviance. Parents and students should contact their school or district if they would like to discuss opting out of those messages.

In addition, if a student has opted in to receive emails from a postsecondary institution through features available in Naviance, students must opt out of such emails by contacting the institution directly or by clicking on the "unsubscribe" link at the bottom of the email.

Updates to This Policy:

As our product evolves, we may make changes to this Privacy Policy. The "last updated" note at the top of this page indicates when it was last revised. Material changes to the Privacy Policy will be provided to the business contacts for our Clients, and such changes will be effective when accepted by Clients on behalf of their employees, students and parents and when the Privacy Policy is posted within Naviance. Non-material changes will become effective when we post the revised Privacy Policy within Naviance.

Contact:

If you have any questions regarding this Privacy Policy, please contact us at:

Naviance, Inc.
50 E-Business Way, Suite 300
Cincinnati, OH 45241
Attn: Privacy Office

- or -

Email: privacypolicy@hobsons.com