



DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is by and between School District No. 1 in the City and County of Denver and State of Colorado, d/b/a Denver Public Schools ("District") and **College Board** ("Contractor"). This Addendum applies to all services provided by Contractor to District, whether by contract, service order, purchase order, invoice, or other form of agreement (the "Contract"). The Addendum and the Contract are collectively referred to hereinafter as "Agreement". This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification 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. Definitions

- 1.1. "Act" means the Colorado Student Data Transparency and Security Act, C.R.S. § 22-16-101 et seq., as amended from time to time.
- 1.2. "Biometric Record," as used in the definition of "Personally Identifiable Information," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual. Examples include fingerprints; retina and iris patterns; voiceprints; DNA sequence; facial characteristics; and handwriting.
- 1.3. "Click-Wrap" means both the act of accepting on-line terms and conditions of a Suppliers Agreement without ink or paper, by clicking on an on-line button or link for that purpose, and the resulting agreement.
- 1.4. "Contract" means COLLEGE READINESS AND SUCCESS AGREEMENT #CB-00034768 dated _____, and any other form of agreement signed between the District and Contractor.
- 1.5. "Designated Representative" means District or Contractor employees as specified on Schedule 1 to whom all notices required in this Addendum will be sent.
- 1.6. "District Data" means any Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services, as defined herein.
- 1.7. "De-identified Data" means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

- 1.8. *"Education Records"* means 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 Contractor.
- 1.9. *"End User"* means individuals authorized by the District to access and use the Services as defined herein.
- 1.10. *"Incident"* means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.
- 1.11. *"Mine"* means the act of searching through, analyzing, accessing, or extracting District Data, metadata, or information not necessary to accomplish the Services or purpose(s) of this Agreement for the benefit of the District.
- 1.12. *"Personally Identifiable Information" or "PII"* means information and 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 state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) "personal information" as defined in the Colorado Open Records Act, C.R.S. 24-72-101 et seq. ("CORA"); (b) Personally Identifiable Information contained in student "education records" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (c) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (e) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (f) other financial account numbers, access codes, and state- or federal-identification numbers such as driver's license, passport or visa numbers.

- 1.13. *"Record"* means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.
- 1.14. *"Securely Destroy"* means to remove District Data from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology ("NIST") Special Publication 800-88 Guidelines for Media Sanitation (December 2014), or such other standard to which the District's Chief Privacy Officer or designee may agree in writing, so that District Data is permanently irretrievable in Contractor's and its Subcontractors' normal course of business.
- 1.15. *"Security Breach"* means a confirmed event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented

unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

- 1.16. “*Services*” means what that term is defined in the Contract, and also includes any goods or services acquired by the District from the Contractor in connection with services procured under the Contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed or run on a computer or electronic device.
- 1.17. “*Subcontractor*” means Contractor’s subcontractors, agents, or any other third party identified on Schedule 2, as updated by Contractor from time to time in accordance with the requirements of this Addendum, who Contractor has engaged to enable Contractor to perform its obligations under the Contract.
- 1.18. “*Student Profile*” means a collection of PII data elements relating to a student of the District.
- 1.19. “*Vendor Agreement*” means any form of agreement or documentation provided by the Contractor, including without limitation, an on-line agreement, proposal, or invoice, whether made a part of the Agreement or effective or purporting to be effective outside of the Agreement.

2. Rights and License in and to District Data

District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Contractor any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

3. Data Privacy

- 3.1. Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract and as set forth herein.
- 3.2. Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:
 - 3.2.1. Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law and as set forth herein;
 - 3.2.2. Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;
 - 3.2.3. Use District Data in a manner that is inconsistent with Contractor’s privacy policy;

- 3.2.4. Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and
- 3.2.5. Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.
- 3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for herein, in the Agreement, as required by law, or if authorized in writing by the District. Contractor warrants and represents that during the five-year period preceding the Effective Date of this Agreement, it has not been found in violation of FERPA by the U.S. Department of Education's Family Policy Compliance Office.
- 3.4 Subcontractor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose District Data, in whole or in part, to any other party; (b) Subcontractor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subcontractor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; (e) and (f) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subcontractors who have potential access to District Data have undergone appropriate background screening, , and possess all needed qualifications to comply with the terms of this Addendum. Contractor shall also ensure that its Subcontractors comply with the insurance requirements specified in Section 11 of this Addendum.
- 3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. In no event shall Contractor or Subcontractors re-identify or attempt to re-identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re-identification.

- 3.6 Privacy Policy Changes. As required by § 22-16-108(2) of the Act, prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.
- 3.7 Misuse/Unauthorized Release. Upon discovering the misuse or unauthorized release of Personally Identifiable Information held in connection with this Agreement by Contractor, a Subcontractor or a subsequent Subcontractor of Contractor, Contractor will notify the District as soon as possible, regardless of whether the misuse or unauthorized release is a result of a material breach of the terms of this Agreement.

4. Data Security

- 4.1. Security Safeguards. Contractor shall maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of District Data. Contractor shall store and process District Data in accordance with industry standards and best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SOC2 Type 2 to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, including without limitation the Act, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended, or such other standard as the District's Chief Privacy Officer or designee may agree to in writing. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
- 4.2. Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 4.3. Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity, and to ensure data is de-identified in accordance with this Addendum.
- 4.4. Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) district data has been deidentified by Contractor as set forth in the definition of Deidentified Data in section 1.7 of this Addendum.
- 4.5. Background Checks.
- 4.5.1. If Contractor does not provide direct services to students, but has access to District Data, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check. "Direct services to

students” includes, but is not limited to: instruction; physical, mental, and social health supports; transportation; and food services, which are provided to students at least one time per month during the school year.

- 4.5.2. If Contractor provides direct services to students and has access to student data, the Contractor and every person, including any subcontractor or agent of the Contractor, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing services under this Contract does not meet District requirements. The costs associated with the background checks are solely the Contractor’s responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor’s behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.
- 4.5.3. Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor’s behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District’s request, the Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.
- 4.5.4. The Contractor and every person, including any subcontractor or agent of the Contractor, performing the Services who is on District’s property, may be scanned through the Visitor Management System. If an individual’s identity cannot be verified through an acceptable form of identification (driver’s license or state ID), they will not be allowed on District’s property.

5. Security Incident and Security Breach

- 5.1. Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.
- 5.2. Response. Within 48 hours of becoming aware of a Security Breach, unless notification within this time limit would disrupt investigation of the Security Breach by law enforcement. In such an event, notification shall be made within a reasonable time after becoming aware of a Security Breach Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws. Except as otherwise required by law, Contractor shall not provide notice of the Security Breach directly to individuals whose Personally Identifiable Information was involved, to regulatory agencies, or to other entities, without first providing written notice to the District's Designated Representative.
- 5.3. Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach. The District reserves the right to ask that Contractor amend its remediation plans; provided that Contractor shall solely determine what remediation may be completed by Contractor.
- 5.4. Effect of Security Breach. Upon the occurrence of a Security Breach, the District may terminate this Agreement in accordance with District policies. The District may require Contractor to suspend all Services, pending the investigation and successful resolution of any Security Breach, and Contractor may be required to reimburse District all amounts paid for any period during which Services were not rendered. Contractor acknowledges that, as a result of a Security Breach, the District may also elect to disqualify Contractor and any of its Subcontractors from future contracts with the District.
- 5.5. Liability for Security Breach. In addition to any other remedies available to the District under law, contract, or equity, Contractor shall reimburse the District in full for all costs, including but not limited to, payment of legal fees, audit costs, fines, and other fees imposed that were actually incurred by the District and caused in whole or in part by Contractor or Contractors Subcontractors for any Security Breach. If required by law or contract, Contractor shall provide notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities. Contractor shall provide one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during any Security Breach could be used to commit financial identity theft.

6. Response to Legal Orders, Demands or Requests for Data

- 6.1. Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or

requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

- 6.2. Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, including but not limited to, a request pursuant to the CORA, the District will promptly notify Contractor and, within five (5) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.
- 6.3. Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA or the Act, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within twenty calendar 20 days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, Contractor shall notify the parent, legal guardian or student to contact the District.
- 6.4. Access to District Data. District has regular access to District Data that is shared with Contractor and Contractor's reports for the services provide to District under the Contract.

7. Compliance with Applicable Law

- 7.1. School Service Contract Providers. If Contractor provides a "school service", which 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 District Data or PII, then Contractor is a "school service contract provider" under the Act. If that is the case, Contractor must complete Schedule 5. Contractor shall update Schedule 5 as necessary to maintain accuracy. District reserves the right to terminate the Contract, or the DPA, or both, as specified in Section 8, should the District receive information after the Effective Date that significantly modifies Contractor's representations made in this Section 7.1.
- 7.2. Children's Online Privacy and Protection Act. If applicable and if Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided the District with written notice of its collection, use, and disclosure practices.
- 7.3. Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

- 7.4. Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), Contractor will require that its system and services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Contractor will have no obligations with respect to such compliance as it relates to any portion of the system and services provided or developed by the District including District content.

8. Term and Termination

- 8.1. This Addendum takes effect immediately as of the Effective Date, and remains in full force and effect until the successful completion of the services, unless earlier terminated under Sections 8.3 or 12.3.
- 8.2. Subject to Sections 8.3 and 12.3, this Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Contract between the Parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.
- 8.3. Termination by the District.
- 8.3.1. The District may immediately terminate the Contract in accordance with District policies if, at any time, the District determines in its sole discretion, that Contractor has breached any of the requirements of this Addendum.
- 8.3.2. The District may terminate the Contract if the District receives information that Contractor has failed to comply with the same or substantially similar security obligations as set forth herein with another school district.
- 8.3.3. The District may terminate the Contract if the District receives information after execution of this Addendum, that any of Contractor's representations or warranties have substantially changed after execution of this Addendum, including but not limited to the terms of Contractor's privacy policy.

9. Data Transfer Upon Termination or Expiration

- 9.1. Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.
- 9.2. Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's
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Subcontractors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer, unless such transfer is as the result of termination of this Agreement following Contractor's breach of the terms of this Agreement. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

- 9.3. Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subcontractors within five (5) business days, excluding national holidays, after receiving a written request from the District.

10. Indemnification

- 10.1. If the Contractor is a "public entity" then it will be responsible for the negligent acts and omissions of its officers, agents, employees and representatives with respect to its obligations under this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Contractor under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement shall be construed as an express or implied waiver of its governmental immunity or as an express or implied acceptance of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Act, as a pledge of the full faith and credit of the Partner, or as the assumption by the Partner of a debt, contract or liability of the District or its affiliates in violation of Article XI, Section 1 of the Constitution of the State of Colorado.
- 10.2. If Contractor is not a "public entity" then Contractor shall indemnify, defend and hold District and its elected officials, employees, representatives, and agents harmless, without limitation, from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including attorneys' fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or resulting from Contractor's, or Contractors subcontractors, performance of services under this Addendum, any third-party claim against any Indemnified party to the extent arising out of or resulting from Contractor's, or Contractors subcontractors, failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Addendum, and any breach of Contractor's, or Contractors subcontractors, obligations under this Addendum. These indemnification duties shall survive termination or expiration of this Agreement.

11. Insurance

- 11.1 Coverage. As required by [Schedule 6](#).

12. EULAs, Terms of Use, and other License Agreements

- 12.1. The Contractor grants such licenses and user permissions and provides the Services under those conditions as set forth in Schedule 7 attached hereto.
- 12.2. Click-Wrap and Exclusions. If Schedule 7 is blank or not attached, the Contractor grants such licenses and user permissions as the District may accept by Click-Wrap, whether with the Contractor or provided through a Subcontractor. Notwithstanding any such Click-Wrap terms and conditions, and notwithstanding the provisions in the Agreement or Vendor Agreement, the District DOES NOT agree to any of the following:
 - 12.2.1. Jurisdiction, venue and governing law other than Colorado.
 - 12.2.2. Indemnification by the District of any person.
 - 12.2.3. Binding arbitration or any other binding extra-judicial dispute resolution process.
 - 12.2.4. Limitation of Contractor's liability for (i) direct damages; (ii) bodily injury, death or damage to tangible property or (iii) amounts that are less than the insurance coverage the Contractor provides.
 - 12.2.5. Ownership or use of District Data other than as described in this Addendum.
 - 12.2.6. Confidentiality provisions in conflict with the District's obligations under the Colorado Open Records Act and other applicable open records laws.
 - 12.2.7. Fees, penalties, and payment obligations other than as agreed to in the Agreement.
- 12.3. End Users. In the event that the Contractor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with End Users or with the District ("EULAs"), the Parties agree that the terms of this Addendum shall supercede the EULAs.
- 12.4. Subcontractor Click-Wrap. If the Contractor is providing software or on-line services through Subcontractors, and Click-Wrap will be required for the District to avail itself of the Services under this Agreement, then the Contractor shall cause the Subcontractor providing such software or on-line access to consent to and honor the terms of this Addendum with respect to the District's use of the Services provided through the Subcontractor.

13. Miscellaneous


- 13.1. Public Inspection of Agreement. Contractor acknowledges and agrees that this Agreement and all documents Contractor provides District as required herein, are public records for purposes of the CORA and shall at all times be subject to public inspection. The parties understand that in the event of a request for disclosure of such information, the District will notify Contractor to give Contractor the opportunity to redact its proprietary or confidential material. In the event of the filing of a lawsuit to compel disclosure, the District will tender Contractor's material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure or waive the same.
- 13.2. Survival. The Contractor's obligations under Sections 3, 4, 5, 6, 9, and 10, and any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

- 13.3. Choice of Law. Any claim, controversy or dispute arising under or related to this Addendum shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the Parties submits to the exclusive jurisdiction of any state court sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Addendum in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding.
- 13.4. Immunities. The District retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
- 13.5. No Assignment. Contractor shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of the District. Any assignment in violation of this section shall be void.
- 13.6. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District.
- 13.7. Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:
- Schedule 1 – Designated Representatives
 - Schedule 2 – Subcontractors
 - Schedule 3 – Written Consent to Maintain De-identified Data
 - Schedule 4 – Certification of Destruction\Return of District Data
 - Schedule 5 – Data Elements
 - Schedule 6 – Insurance
 - Schedule 7 – EULAs and Terms of Use
- 13.8. Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13.9. Electronic Signatures and Electronic Records. Each party consents to the use of electronic signatures by the other party. This Addendum, and any other documents requiring a signature under this Addendum, may be signed electronically by each party in the manner specified by the District. The parties agree not to deny the legal effect or enforceability of this Addendum solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Addendum in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Each party is signing this agreement on the date stated opposite that party's signature.


SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF
DENVER AND STATE OF COLORADO, D/B/A DENVER
PUBLIC SCHOOLS

Date: 9/27/23


By: 
Staci Crum
Director, Financial Operations

College Board
DocuSigned by:

Date: 09/27/2023

By: 
[INSERT PRINTED NAME] Jeremy Singer
[INSERT TITLE] President

APPROVED AS TO FORM:

By: 
Office of the General Counsel

OPTION 1

SCHEDULE 1
Designated Representatives

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203 By Email: infosec@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____
FERPA Records Requests:	Jennifer Collins Chief Privacy Officer, Deputy General Counsel By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By Email: legal_contracts@dpsk12.org RecordsRequests: https://denverco.scriborder.com/	[TITLE] By U.S. Mail: _____ By Email: _____
CORA Requests:	Stacy Wheeler CORA Officer By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By Email: cora@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____
Updates to Privacy Policy / Transparency Requirements:	Jennifer Collins Chief Privacy Officer, Deputy General Counsel By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By Email: legal_contracts@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____
Updates to Subcontractor Schedule:	Jennifer Collins Chief Privacy Officer, Deputy General Counsel By U.S. Mail: 1860 Lincoln St Denver, CO 80203 By Email: legal_contracts@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____
Data Retrieval:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203 By Email: infosec@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____
Destruction of Data:	Robert Losinski Manager, Info Security By U.S. Mail: 780 Grant St Denver, CO 80203 By Email: infosec@dpsk12.org	[TITLE] By U.S. Mail: _____ By Email: _____

**DENVER
PUBLIC
SCHOOLS****Purchasing**
Buying Power with Integrity**OPTION 2****SCHEDULE 1**
Designated Representatives

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Name: Jennifer Collins Title: Chief Privacy Officer, Deputy General Counsel Address: 1860 Lincoln St Denver, CO 80203 Phone: 720-423-2211 E-mail: legal_contracts@dpsk12.org	Name: Title: Address: Phone: E-mail:


**DENVER
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SCHOOLS**
Purchasing
 Buying Power with Integrity

SCHEDULE 2

Subcontractors

Contractor shall update this information as necessary to maintain accuracy and shall send revised attachments, exhibits or schedules to the District's Authorized Representative.

What third party vendors does Contractor do business with that may have access to student personally identifiable data, and what is the purpose of these third party vendors (please complete the table below with this information)?

Name of Subcontractor	Primary Contact Person	Subcontractor's Address	Subcontractor's Phone/email	Purpose of re-disclosure to Subcontractor
Alorica				Customer Service
ContactUS				Customer Service
ETS				Assistance with Test Administration (paper testing)
Pearson				Assistance with Test Administration
AWS				Hosting



**DENVER
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SCHEDULE 3

Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
See Attachment 1		

I\We, _____, as [title] _____ and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____



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SCHOOLS**

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SCHEDULE 4

Certification of Destruction\Return of District Data

I\We, [NAME(S)], as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

Part A - Destruction:

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on _____, 20__ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractors Subcontractors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subcontractor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on _____, 20__ to _____, by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractors Subcontractors as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

<i>Name of Subcontractor</i>	<i>Date of Return</i>	<i>Return / Transfer Method</i>

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____



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SCHEDULE 5

Data Elements

(Mandatory to be completed if the Contractor is a School Service Contract Provider under CRS 22-16-101 et seq.)

1. Contractor collects, generates or uses pursuant to the Agreement the following data elements of District Data or PII:

See Attachment 1

2. Contractor collects and uses the District Data for the following educational purposes:

See Attachment 1

3. Contractor's policies regarding retention and disposal of District Data are as follows:

See Attachment 1

4. Contractor uses, shares or discloses the District Data in the following manner:

See Attachment 1

5. Has Contractor's agreement has ever been terminated by another school district for failure to comply with the same or substantially similar security obligations as those set forth in this Agreement?

☐ Yes x ☒ No.

If yes, describe:



DENVER
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SCHOOLS

Purchasing
Buying Power with Integrity

SCHEDULE 6

Insurance

SCHEDULE 7

EULAs and Terms of Use

Attachment 1 Attachment 1

LEA/District ("Client") acknowledges and agrees that the data collected from the administration of the assessment ordered under an agreement with Provider ("Vendor" or "College Board") is subject to College Board's privacy policies, available at <https://privacy.collegeboard.org>.

College Board shall collect from Client, or Participating Schools (as defined in an agreement with College Board to procure the tests), as applicable, the following student data in connection with the registration of the assessments ordered under an agreement with Vendor, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies.

For digital testing, College Board will receive certain information about the device to ensure the device is compatible and monitor the actions taken in Bluebook™ for test security purposes, as well as to develop and improve College Board products and services.

College Board may also collect, retain, use and share students' personally identifiable information to perform the Services under the Service Agreement and for the purposes outlined below.

- a. For SAT®, State Scholarship Organizations: State affiliated scholarship organizations may receive student data for the purposes of eligibility for a scholarship or recognition program.
- b. For SAT, National Presidential Scholars: Eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs.
- c. For PSAT™ 10 and PSAT/NMSQT®, National Recognition Programs: College Board uses student data to determine eligibility and administer its National Recognition Programs and share information with the students' high school and district about the students' recognition status.
- d. For PSAT/NMSQT, College Board will share scores and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program in accordance with the [PSAT/NMSQT Student Guide](#) and www.nationalmerit.org.
- e. Score Reporting to Students.

- f. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
- g. Score Report to Schools, Districts and State. Schools, Districts and the State will have access to students' assessments score(s) and data derived from the score(s).
- h. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
- i. Test Security: College Board may use student data to identify and investigate potential test security incidents, and protect and enhance test security, and disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
- j. Research: College Board may use de-identified data obtained from student test-takers for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may also use de-identified data to maintain, develop, support, improve and diagnose our services and applications.
- k. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement is intended to diminish or interfere with student rights in their assessment data including student rights to retain and use their test score, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

College Board agrees to adhere to the Data Protection, Security Measures and Notice provisions below and in Attachment 2.

Data Protection. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

Security Measures. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. Client acknowledges that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States.

Annex 1 to PSAT/NMSQT Schedule (Fall), PSAT 10 Schedule (Spring), SAT School Day Schedule (Spring)

College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services").

"App" refers to a College Board mobile application that students can download from the App Store to access Educational Services.

SCORE INFORMATION: In the App, students may access their scores and other score information (collectively, "Score Information") for College Board assessments delivered pursuant to this Agreement and pursuant to other agreements that College Board has with Client's school, district, or state, as applicable (collectively, "Covered Assessments").

RECOMMENDATIONS: In the App, College Board will provide students with educational information and recommendations about college and career options including, for example, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use student information collected in connection with Covered Assessments and through students' use of Educational Services.

CONNECTIONS*: Connections is a College Board program through which students are provided information about non-profit colleges, universities, scholarship organizations and other nonprofit educational organizations ("Eligible Institutions") based on criteria provided by those Eligible Institutions, which may include student interests, demographics, assessment score ranges, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections. The students' interests and preferences, such as through user controls within the App, may also influence and personalize the students' experiences within the App and the content delivered to them through Connections. Connections is entirely optional, and students must affirmatively opt-in if they wish to participate.

Unless you direct College Board to exclude your students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App. Students can opt-out any time, as described more fully below.

Opted-in students may receive information and messages from Eligible Institutions in the App, by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional (collectively, “Messages”). Eligible Institutions do not know the identity of a student to which they have been matched unless and until the student chooses to provide their personal information directly to the Eligible Institution, which the student can only do outside of the App and outside of the Educational Services. For example, a student may be able to link from the application to a webpage or webform hosted by that college. College Board may track students access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions other than in de-identified and aggregated form. **College Board never shares students’ personally identifiable information with Eligible Institutions as part of Connections.**

Messages are created by Eligible Institutions and may include text, images, videos, and interactive elements. While the messages may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board does not create, edit, or approve of Messages and is not responsible for Messages.

Students who choose to opt-in to Connections can opt out at any time, for any or all Covered Assessment(s). Students can also choose to remain in Connections for any or all Covered Assessment(s) but opt-out of individual communications channels (emails, hardcopy mailings, and in-App). Students have multiple ways to opt-out, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board’s customer service.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on your students’ use of Educational Services, with the content and cadence within College Board’s sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the “College Board Collection and Use of Data” section. College Board also uses that information in Educational Services, as described above. For students who use the App, they may be able to update this information within the App, if they so choose.

All questions are optional. More information about College Board’s Privacy Policies is located at collegeboard.org/privacycenter.

Questions include the following:

- Home/Mailing Address
- Mobile Phone Number
- Email Address
- Race
- Ethnicity
- First Language
- Best Language

- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:

- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

To use the App, students provide a mobile number during the administration of the Covered Assessment and are encouraged to provide an email address solely for App account recovery purposes. By providing their mobile number, the student authorizes College Board to text them to download the App and authenticate into the App, about their scores, including when their scores are available, and with App notifications (if the student elects to turn on those notifications). The foregoing is clearly explained to the student. The student's phone number authenticates the student into the App. College Board does not use mobile numbers collected during Covered Assessments for any other purposes.

Client may direct College Board to automatically exclude its students from Connections for one or more Covered Assessments by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the Ordering Deadline to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
 - o If a student had already opted-in to Connections before Client opted-out of Connections for a Covered Assessment, (i) the student's data from Covered Assessment(s) for which Client opted out of Connections will no longer be used for Connections upon College Board's implementation of Client's opt out; (ii) the student's data from any Covered Assessment(s) for which Client chose *not* to opt-out of Connections may continue to be used for Connections and the student may still use the Connections feature within the App; and (iii) if Client excludes its students from Connections for *all* Covered Assessments, use of the student data for Connections for those Covered Assessments will cease upon College Board's implementation of Client's opt out, the students will not receive any new Messages, and any previously delivered Messages may be still accessed by students.
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- If Client opts-out, Client's students will not going forward be able to opt-in to Connections for the Covered Assessment(s) for which Client opted out of Connections.
- Upon opt-out, students will still be able to use the App to receive Score Information and Recommendations, so long as the student provides their mobile number during the Covered Assessment.

Students may have opportunities to link from the App to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under this Agreement, the only exception being scores on College Board assessments, as all students have independent rights in their own test scores. Students use

BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use by Connections. Such data copies shall be considered part of Educational Services and those copies are subject to the same privacy rules as student data collected during Covered Assessments. collegeboard.org/privacycenter.

Denver_2023-24_Path_DPA_CB-00034768_abs approved OGC_Executed

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	Cindy Roth (cindy_roth@dpsk12.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADm54Kcdw3NbM9h5Va_Ya7hNVFvQq4ywg


"Denver_2023-24_Path_DPA_CB-00034768_abs approved OGC_Executed" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2023-09-27 - 9:10:10 PM GMT- IP address: 164.92.50.23

 Document created by Cindy Roth (cindy_roth@dpsk12.org)


2023-09-27 - 9:40:46 PM GMT- IP address: 164.92.50.23

 Document emailed to Staci Crum (staci_crum@dpsk12.org) for signature

2023-09-27 - 9:41:56 PM GMT

 Email viewed by Staci Crum (staci_crum@dpsk12.org)

2023-09-27 - 9:54:07 PM GMT- IP address: 66.102.6.147

 Document e-signed by Staci Crum (staci_crum@dpsk12.org)

Signature Date: 2023-09-27 - 9:54:17 PM GMT - Time Source: server- IP address: 164.92.9.27

 Agreement completed.

2023-09-27 - 9:54:17 PM GMT