

STUDENT RECORD CONFIDENTIALITY AND RE-DISCLOSURE DSA
Attachment A to the Naviance Terms of Service
Between Seattle School District No. 1 and Naviance
FOR TRANSMITTING STUDENT DATA TO DISTRICT VENDORS

PARTIES

1. Seattle School District No. 1 ("District") is a public school District organized and existing under and pursuant to the constitution and laws of the State of Washington and with a primary business address at 2445 3rd Ave. S, Seattle, WA 98134
2. Naviance ("Naviance") has a primary business address at 3033 Wilson Blvd., Arlington, VA 22201.
3. District and Naviance enter into this Data Sharing Agreement (DSA) as of the date in which both parties have approved and executed this DSA.

PURPOSE

4. Naviance will receive electronic data from the District containing student, teacher, and other information. Seattle Public Schools ("District"), and Naviance Inc. ("Naviance") have entered or are planning to enter into an DSA or other arrangement that may involve Naviance's receipt of or access to certain student records and information concerning District students. The parties are entering into this Student Record Confidentiality and Re- Disclosure DSA ("DSA") in order to ensure proper treatment of any student record information that Naviance obtains or learns.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.
 - a. "Student Record Information" means any item of information (in any format, written, electronic, or other), alone or in combination directly identifies a District pupil (current or former) and is maintained by the District or by a District employee in the performance of his or her duties.
2. STUDENT RECORD INFORMATION. Naviance will only disclose Student Record Information I accordance with the terms of this DSA and the Naviance Terms of Service ("Naviance TOS") and will make no other disclosure of Student Record Information at any time.
 - a. Naviance shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted data received from, or on behalf of the District. These measures will be extended by contract to all subcontractors used by Naviance.

- b. Naviance and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. [Covered under Naviance TOS Security clause 5.2.1]
- d. [Covered in Naviance Privacy Policy Section:Security]
- e. [Covered under Naviance TOS Security clause 5.2.1]
- f. [Covered under Naviance TOS Section 19]
- g. [Covered under Naviance Student Data Retention Policy Section 2].
- h. As covered by the Naviance TOS, data will be destroyed within 30 days of written district request.

3. RE-DISCLOSURE.

- a. CONSENT REQUIRED. Naviance will only disclose Student Record Information to its employees having a need to know in connection with their Project responsibilities and to third parties providing features and services to District on behalf of Naviance, listed in Attachment C – Naviance Third Party Providers, and will not disclose any Student Record Information to any other third party without first obtaining written consent to the disclosure from the District for whom Student Record Information will be disclosed. Naviance will promptly provide the District with copies of any and all written consents that the Naviance obtains under this paragraph.
- b. ACCESS LOG AND RECORD FILES. [Covered in Naviance Privacy Policy Section: Naviance Usage Information and Cookies:

4. [Covered by Naviance TOS section 20.2.4]

5. SAFEGUARDS.

- a. [Covered by Naviance TOS Security clause 5.2.2]
- b. [Covered by Naviance TOS Security clause 5.2.2]
- c. [Covered by Naviance TOS Security clause 5.2.1]

- d. The District's Student Record Information shall be stored, backed up and served only on servers located inside the continental United States.
- e. [Covered by Naviance TOS Security clause 5.2.1]
- f. ADDITIONAL SAFEGUARDS. Naviance agrees to provide the following additional safeguards:
 - i. Include component and system level fault tolerance and redundancy in system design.
 - ii. Inactivity time-out feature that logs users off the system who have been inactive.
 - iii. [Covered by Naviance TOS Security clause 5.2.1]
 - iv. [Covered by Naviance TOS Security clause 5.2.1]
 - v. [Covered by Naviance TOS Security clause 5.2.1]
 - vi. [Covered in Naviance Privacy Policy Section: Security]
 - vii. Secure the audit trails and system generated logs, and ensure that they are stored in locations that are inaccessible to automated content discovery software.
 - viii. Conduct or undergo periodic system level testing to reconfirm system security measures are retained and functional, and that interaction with District systems is not degraded or compromised.
 - ix. Employ an in-line Intrusion Protection System that inspects incoming data transmissions.
 - x. Support system security measures testing and verification before receiving or transmitting Student Record Information.
 - xi. Have a Disaster Recovery Plan.
 - xii. Prevention of hostile or unauthorized intrusion.
 - xiii. Security screening of employees with access to Student Record Information. Screening is to be conducted by a commercial background screening company selected by Naviance, the name of which is to be provided to District upon request.
 - xiv. Backup all Student Record Information at least once every 24 hours.

- xv. Perform content snapshots at least daily and retain for at least 90 days.
6. MITIGATION. Naviance shall mitigate, to the extent practicable, any actual or potential harmful effect that is known to Naviance of a use or disclosure of Student Record Information by Naviance in violation of the requirements of this Contract.
7. NOTICE OF SECURITY INCIDENT. [Covered by Naviance TOS Security clause 5.2.2]
- e. All notices under this section shall be communicated to the District contact on file with Naviance.
8. COMPLIANCE OF AGENTS.
- a. The District may designate third parties who are authorized to securely access its Student Record Information in Naviance's possession/custody, Naviance shall not disclose any Student Record Information to any third party except as described in 3 (a) above, unless Naviance has received prior written approval by District or such disclosure is required by law.
 - b. District may, at any time, revoke district authorized third party's access to Student Record Information by providing written notice to Naviance.
 - c. For all employees or subcontractors who have access to Student Record Information, during the term of each subcontractor or employee's employment by Naviance, Naviance shall at all times cause such subcontractor or employee to abide strictly by Naviance's obligations under this Contract. Naviance further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Student Record Information by any of Naviance's officers, partners, principals, employees, or agents.
9. **[Covered by Naviance TOS Section 7 – Naviance Ownership]**
10. DISCLAIMER. The Student Record Information is provided AS IS and without warranty of any kind, whether expressed or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or title. The District shall not have any liability or responsibility for errors or omissions in, or any decisions made by Naviance in reliance upon any Student Record Information.
11. REMEDIES.
- a. INJUNCTIVE RELIEF. [Covered by Naviance TOS]
 - b. FIVE-YEAR BAR. If the District determines, or is made aware of a determination by any other governmental agency, that Naviance has disclosed any Student Record Information in violation of this DSA, or has maintained any Student Record Information in violation of this DSA, then without prejudice to any other rights or remedies the

District may have, the District shall be entitled to prohibit Naviance from accessing any Student Record Information for a period of five (5) years or more, as determined by the District in its sole discretion.

- c. DATA-BREACH. In the event of a data breach, Naviance will be considered in breach of contract, via language in the Naviance Terms of Service Contract. A penalty of the lesser of \$1000 per student account or an amount equal to two (2) times the annual contract value would be assessed.
12. REQUIRED NOTICE. Naviance shall notify the District within 48 hours upon discovery of any unauthorized use or disclosure of Student Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand, sent by courier or other express mail service, postage prepaid, or transmitted by facsimile, addressed to the District contact on file with Naviance.
13. [Covered by Naviance TOS]
14. [Covered by Naviance TOS]
15. ENTIRE DSA. This DSA constitutes the parties' entire DSA with respect to the subject matter hereof and supersedes any and all prior statements or DSAs, both written and oral. This DSA may not be amended except by a written amendment signed by the parties.

ATTACHMENT B

DATA FIELDS

The minimally required data elements required to utilize Naviance are:

- Student Information
 - Proxy-ID
 - Student name
 - School
 - Grade level
- School Information
- Teacher Information
- Sections/Classes Information
- Student Classes
- School Admin Information

ATTACHMENT C
NAVIANCE THIRD PARTY PROVIDERS

- Gallup Strengths Explorer
- Roadtrip Nation
- Sallie Mae
- TeenLife Media
- Career Key
- Naviance eDocs - Common Application and Parchment
- Human eSources
- National Student Clearinghouse
- BenchPrep
- X2Vol