

Massachusetts Student Privacy Alliance

STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS

This Student Data Privacy Special Terms and Conditions dated March 20, 2018 (hereinafter “Agreement”) is by and between Framingham Public Schools (hereinafter “FPS”) and Newsela (“Contractor”), a contractor performing institutional services and functions that will require student data to perform those services and functions.

1. Contractor and FPS have contracted for the Contractor to provide Newsela Instructional Content Platform, which includes the ongoing support and improvement of service functionality and the delivery of content and other information which is of use or interest to the User (“the Services”), which are institutional services and functions, to FPS . In the course of performing the Services, Contractor will obtain confidential student records and/or confidential student record information that contain personally identifiable student records, data and/or personally identifiable information and other non-public information, including, but not limited to student data, meta data and user content (“Data Files”). FPS and Contractor acknowledge and agree that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and Massachusetts student record regulations, 603 C.M.R. 23.00 (“State Regulations”). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files. The ability to access or maintain Data Files and/or any portion thereof under this Agreement shall not under any circumstance transfer from Contractor to any other party.

2. Contractor acknowledges and agrees that it is providing institutional services or functions for FPS and that it is under direct control of FPS with respect to the use and maintenance of Data Files in connection with these Services. Contractor additionally acknowledges and agrees that at no point in time is the Contractor the owner of the Data Files. Ownership rights are maintained by FPS and FPS reserves the right to request the prompt return of any portion of the Data Files and/or all Data Files at any time for any reason whatsoever. Contractor further acknowledges and agrees that it shall adhere to the requirements set forth in both federal and state law regarding the use and re-disclosure of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained within the Data Files. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files, without the express written consent of FPS. Additionally, Contractor agrees that only authorized employees of the Contractor directly involved in delivering the Services shall have access to the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files and that it and its employees shall protect the confidentiality of the Data Files or any portion thereof, including without limitation, any student data, meta data, user content or other non-public information and/or personally identifiable information contained in the Data Files in such a way that parties other than officials of FPS and their authorized agents cannot identify any students.

3. Contractor also acknowledges and agrees to:

(i) use Data Files shared under this Agreement for no purpose other than in connection with and through the provision of the Services provided under this Agreement with FPS.

(ii) use reasonable methods, including but not limited to, appropriate technical, physical and administrative safeguards, that reflects technology best practices and is consistent with industry standards, to protect the Data Files and/or any portion thereof from re-disclosure that is created, sent, received, stored, processed or transmitted in connection with the Services under this Agreement while the Data