DATA PROTECTION AGREEMENT

This Data Protection Agreement ("Agreement") is made and entered into as of the last signature below, (the "Effective Date") by and between American Academy ("School") and _____ ("Contractor").

1. Definitions

1.1 "*Designated Representative*" means School or Contractor employees as specified on Schedule 1 to whom all notices required in this Agreement will be sent.

1.2 "*School Data*" means any Personally Identifiable Information, Record, Education Record and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by School on public websites or publications but is made available directly or indirectly by School to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services.

1.3 "*De-identified Data*" means School 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.

1.4 "*Education Records*" means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by School, or by a party acting for School such as Contractor.

1.5 "*End User*" means individuals authorized by School to access and use the Services provided by the Contractor under the Contract.

1.6 "*Incident*" means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of School Data.

1.7 "*Mine School Data*" means the act of searching through, analyzing, accessing, or extracting School Data, metadata, or information not necessary to accomplish the Services or purpose(s) of this Agreement for the benefit of School.

1.8 "*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.

1.9 "*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.

1.10 "*Securely Destroy*" means to remove School 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") SP 800-88 Guidelines for Media Sanitization so that School Data is permanently irretrievable in Contractor's and its Subcontractors' normal course of business.

1.11 "*Security Breach*" means an event in which School 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 Agreement, which poses a significant risk of financial, reputational or other harm to the affected End User or School.

1.12 "*Services*" means any goods or services acquired by School from the Contractor, including computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet or installed or run on a computer or electronic device.

1.13 "*Subcontractor*" means Contractor's employees, subcontractors or agents, identified on Schedule 2, as updated by Contractor from time to time in accordance with the requirements of this Agreement, who Contractor has engaged to enable Contractor to perform its obligations under the Contract.

1.14 "*Student Profile*" means a collection of PII data elements relating to a student of School.

2. Rights and License in and to School Data

School owns all rights, title, and interest in and to School 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. School hereby grants to Contractor a limited, nonexclusive license to use School Data and De-identified Data solely for the purpose of performing its obligations specified in the Contract or as otherwise permitted by the Agreement. Contractor shall have no rights, title, or interest implied or otherwise, to School Data or De-identified Data, except as expressly stated in the Agreement.

3. Data Privacy

3.1 Use of School Data. Contractor shall use School Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of School Data. With the exception of De-identified Data that School 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 School Data (including metadata) to any third party without the prior written consent of School, except as required by law;

3.2.2 Use School Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or School employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by School;

3.2.3 Use School Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use School Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store School Data outside the continental United States unless Contractor has given School 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 School 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 School's and its End Users' benefit, and shall not share School Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized in writing by School. 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 Family Policy Compliance Office.

3.4 Subcontractor Use of School Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose School Data to Subcontractors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subcontractor shall not disclose School Data, in whole or in part, to any other party; (b) Subcontractor shall not use any School Data to advertise or market to students or their parents/guardians; (c) Subcontractor shall access, view, collect, generate and use School 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 School through Contractor, Securely Destroy all School Data in its/their possession, custody or control, or return such School Data to School, at the election of School; (e) Subcontractor shall indemnify School in accordance with the terms set forth in Section 10 herein below; and (f) Subcontractor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure School Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subcontractors who have potential access to School Data have

undergone appropriate background screening, to School's satisfaction, and possess all needed qualifications to comply with the terms of this Agreement. Contractor shall also ensure that its Subcontractors comply with the insurance requirements specified in Section 12 of this Agreement.

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. Prior to making a material change to Contractor's privacy policies, Contractor shall send School's Designated Representative written notice, which includes a clear explanation of the proposed changes.

4. Data Security

4.1 Security Safeguards. Contractor shall store and process School Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which School 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 C.R.S. § 22-16-101 *et seq.*, as well as the terms and conditions of this Agreement. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic School Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

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 School Data against deterioration or degradation of data quality and authenticity.

4.4 Verification of Safeguards. Upon School's written request, Contractor shall provide or make available to School for review, 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, or (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred.

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. Immediately upon becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify School Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with School'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 School's Designated Representative.

5.3 Security Breach Report. If School reasonably determines that Contractor has committed a Security Breach, then School 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 School 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. School reserves the right to require Contractor to amend its remediation plans.

5.4 Effect of Security Breach. Upon the occurrence of a Security Breach, School may terminate this Agreement in accordance with School policies. School may require Contractor to suspend all Services, pending the investigation and successful resolution of any Security Breach, and Contractor may be required to reimburse School all amounts paid for any period during which Services were not rendered, as provided herein. Contractor acknowledges that, as a result of a Security Breach, School may also elect to disqualify Contractor and any of its Subcontractors from future contracts with School.

5.5 Liability for Security Breach. In addition to any other remedies available to School under law or equity, Contractor shall reimburse School in full for all costs incurred by School in investigation and remediation of any Security Breach caused in whole or in part by Contractor or Contractor's Subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against School as a result of the Security Breach.

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 School of any subpoenas, warrants, other legal orders, or demands or requests received by Contractor seeking School Data; consult with School regarding its response; cooperate with School's reasonable requests in connection with efforts by School to intervene and

quash or modify the legal order, demand or request; and, upon School's request, provide School with a copy of its response.

6.2 Received by School. If School receives a subpoena, warrant, or other legal order, demand or request seeking School Data maintained by Contractor, including but not limited to a request pursuant to the Colorado Open Records Act, C.R.S. § 24-72-100.1 *et seq*., School will promptly notify Contractor and, within two (2) business days, excluding national holidays, Contractor shall supply School with copies of School Data for School to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts School with a request to review or correct School Data or PII, pursuant to FERPA or the Student Data Transparency and Security Act, C.R.S. § 22-16-101 *et seq.* (the "Act"), School will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist School in fulfilling such requests, as directed by School, within ten calendar (10) days after receipt of School's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct School Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify School and shall use reasonable and good faith efforts to assist School in fulfilling such requests, as directed by School.

6.4 Access to School Data. School shall have the right to access and retrieve any or all School Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. If another timeline for response is provided herein, then that, more specific, deadline shall control. Otherwise, Contractor shall make School Data available to School within seven (7) calendar days from the date of request.

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 School teachers or other School employees; and (c) collects, maintains or uses School Data or PII, then Contractor is a "school service contract provider" under the Act. To the extent not previously provided, within ten (10) calendar days after signing this Agreement, Contractor shall provide to School in a format acceptable to School or that is easily accessible through Contractor's website in language easily understandable to a layperson: (a) the data elements of School Data or PII that Contractor collects, generates or uses pursuant to the Contract; (b) the educational purpose for which Contractor collects and uses School Data; (c) Contractor's policies regarding retention and disposal of School Data; (d) how Contractor uses, shares or discloses School Data; and (e) statement whether Contractor's Contract has ever been terminated by another school for failure to comply with the same or substantially similar security obligations as those set forth herein. Contractor shall update this information as necessary to maintain accuracy. School reserves the right to terminate this Agreement, as specified in Section 8, should School 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. In performance of the Services required by the Contract, 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) from children under thirteen (13) years of age, Contractor warrants, represents, and covenants that such collection is and shall be for the use and benefit of School and for no other commercial purpose. Contractor has provided School with full 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: COPPA; FERPA; the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103, and Health Information Technology for Economic and Clinical Health Act, Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; Payment Card Industry Data Security Standards; Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; Americans with Disabilities Act, and Federal Export Administration Regulations.

8. Termination

8.1 Term. This Agreement will become effective when the Contractor has executed this Agreement ("Effective Date"). Subject to Sections 8.2 and 12.3, this Agreement 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 School and Contractor, this Agreement shall also be revived and be of full force and effect.

8.2 Termination by School.

8.2.1 School may immediately terminate the Contract in accordance with School policies if, at any time, School determines in its sole discretion, that Contractor has breached any of the requirements of this Agreement.

8.2.2 School may terminate the Contract if School receives information that Contractor has failed to comply with the same or substantially similar security obligations as set forth herein with another school.

8.2.3 School may terminate the Contract if School receives information after execution of this Agreement that any of Contractor's representations or warranties have substantially changed after execution of this Agreement, 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 School Data. With the exception of De-identified Data that School has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or School Data for which Contractor has specifically obtained consent from the

parent, legal guardian or student to keep, within thirty (30) calendar days after termination or expiration of this Agreement, Contractor shall ensure that all School Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, as directed by School. In the event that School requests destruction, Contractor agrees to Securely Destroy all School Data and Contract Data that is in its possession and cause its Subcontractors to Securely Destroy all School Data and Contract Data that is in the possession of any Subcontractors. If School requests return, Contractor shall securely return all School Data and Contract Data to the authorized person specified by School, using the methods requested by School, in its discretion. The Contractor shall promptly certify in writing to School that such School Data and Contract Data has been disposed of or returned securely, using the form attached hereto as Schedule 3.

9.2 Transfer and Destruction of School Data. If School elects to have all School Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subcontractors transferred to a third party designated by School, 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 School Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods are compatible with the relevant systems of School or its transferee, and to the extent technologically feasible, that School will have reasonable access to School Data during the transition. School 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 School Data, as confirmed in writing by School's Designated Representative, Contractor shall Securely Destroy all School Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. Contractor shall Securely Destroy or return any specific School 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 School.

10. Indemnification

Contractor shall indemnify and hold School and its directors, employees, board members and agents from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, award, 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 any third-party claim against School or its directors, employees, board members and agents arising out of or resulting from Contractor's failure to comply with any of its obligations under Sections 3, 4, 5, and 9 of this Agreement. These indemnification duties shall survive termination or expiration of this Agreement.

11. Insurance

11.1 Type. Contractor shall purchase and maintain during the term of this Agreement Technology Errors and Omissions/Professional Liability Insurance, including Network Security

and Privacy Liability Insurance. Such policy shall cover professional misconduct or lack of ordinary skill in providing services, systems and/or product as defined in the scope of services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of this Agreement. If Contractor contends that it maintains other insurance not specified herein that otherwise satisfies these requirements (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

11.2 Coverage. The insurance required by this Section shall provide coverage for the following risks:

11.2.1 Any error, misstatement, misleading statement, act, omission, neglect, breach of duty or personal injury offense for the Contractor rendering or failure to render technology services and the failure of the Contractor's technology products to perform the function or serve the purpose intended.

11.2.2 Liability arising from theft, dissemination and/or use of School Data stored or transmitted in electronic form.

11.2.3 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Contractor's services including denial of service, unless caused by a mechanical or electrical failure.

11.2.4 Liability arising from the introduction of a computer virus, malware or ransomware into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software, and programs thereon.

11.3 Additional Requirements. In addition to the foregoing requirements, the policy shall provide a waiver of subrogation in favor of School and shall be endorsed to include the following additional insured language: "American Academy, and its elected officials, trustees, employees, and agents, shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor." The policy shall be for the following amounts:

For Agreements with a contract price of $500,000 or less:

Minimum Limits:		
Per Loss	$	1,000,000
Aggregate	$	3,000,000

For Agreements with a contract price exceeding $500,000:

Minimum Limits:		
Per Loss	$	3,000,000
Aggregate	$	5,000,000

12. Miscellaneous

12.1 No End User Agreements. 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, the parties agree that in the event of a conflict between the terms of any such agreement and this Agreement, the terms of this Agreement and the Contract, in that order of precedence, shall control.

12.2 Public Inspection of Agreement. Contractor acknowledges and agrees that this Agreement and all documents Contractor provides School as required herein, are public records for purposes of the Colorado Open Records Act, C.R.S. § 24-72-100.1 *et seq.* and shall at all times be subject to public inspection.

12.3 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 School Data has been returned or Securely Destroyed.

12.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of Colorado, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the federal court located in Colorado or the state court located in Douglas County, Colorado.

12.5 Immunities. School retains all of its rights, privileges and immunities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq*.

12.6 No Assignment. Contractor shall not assign or subcontract any of its rights or obligations hereunder without the express written consent of School.

12.7 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than School.

12.8 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 3 -- Certification of Destruction\Return of School Data

12.9 Counterparts. This Agreement 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below each party's signature.

American Academy	[NAME OF CONTRACTOR]
By: _____	By: _____ Signature of Authorized Officer
Its: _____	_____ Printed Name & Title of Authorized Officer
Date: _____	Date: _____

SCHEDULE 1
School/Contractor Designated Representative

SCHOOL REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Name: Laurie M. Neil **Title: Assistant Executive Director of Schools** **Address: 10260 Twenty Mile Road** **Parker, CO 80134** **Phone: 720-292-5609** **E-mail: lneil@aak8.org**	**Name:** **Title:** **Address:** **Phone:** **E-mail:**

SCHEDULE 2
Subcontractors

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

Name of Subcontractor	**Primary Contact Person**	**Subcontractor Address**	**Subcontractor Phone/email**	**Purpose of re-disclosure to Subcontractor**

SCHEDULE 3
Written Consent to Maintain De-identified Data

School 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*

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

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE ___
Certification of Destruction\Return of School Data

I, _____[NAME]_____, as the authorized representative 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:

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

_____ School Data and PII provided to Contractor's Subcontractors as part of the Data Protection Agreement in accordance with federal and state law was destroyed as set forth below:

Name of Subcontractor	*Date of Deletion*	*Destruction Method*

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

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

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

Name of Subcontractor	*Date of Return*	*Return / Transfer Method*

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____