

PRIVACY ADDENDUM

This Privacy Addendum (hereinafter “Addendum”) to the Agreement between the parties dated _____ (hereinafter “Agreement”) is entered into by and between the Calcasieu Parish School Board (hereinafter “School Board”) and Bark Technologies, Inc. (hereinafter “Vendor”). This Addendum is effective as of the _____ day of _____, 2023.

The State of Louisiana recently enacted new laws governing the collection, disclosure and use of students’ personally identifiable information. The new laws require that any contracts between a school system and a third-party who is entrusted with personally identifiable information of any student contain the statutorily prescribed minimum elements regarding the use of student personally identifiable information (hereinafter “PII”). Vendor agrees to comply with those new laws which are now designated La. R.S. 17:3914, as amended, particularly subsection “F” thereto, and to protect the privacy of student data and PII.

Vendor agrees to protect student information in a manner that allows access to student information, including PII, only by those individuals who are authorized by the Agreement or Addendum to access said information. Personally identifiable information must be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, and other similar measures. Vendor’s network must maintain no less than industry standard level of electronic protection designed to ensure the integrity of sensitive information and to prevent unauthorized access in these systems. The Vendor agrees to perform regular reviews of its protection methods and perform system auditing to maintain no less than industry standard protection of its systems. Vendor agrees to use commercially reasonable (and no less than industry standard) efforts to maintain its systems secure from unauthorized access that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access and/or receive student data from Vendor are those that have been specifically authorized under the Agreement to access and/or receive personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing or has accessed the information. Vendor must individually determine the level of security that will provide the statutorily required level of protection for the student data it maintains. Vendor shall not allow any individual or entity unauthenticated access to confidential personally identifiable student records or data at any time. Only those individuals whose job duties directly involve fulfillment of the terms of the Agreement or this Addendum, and who are in a “need to know” position, shall be permitted to access PII or student data. Vendor shall provide School Board, upon request, with identities and positions of those persons who are authorized to access PII under the Agreement or the Addendum.

Vendor shall implement appropriate measures designed to ensure the confidentiality and security of personally identifiable information, protect against any unauthorized access or disclosure of PII, and prevent any unauthorized use or disclosure of PII that could result in substantial harm to the School Board or any individual identified by the data.

Vendor agrees that any and all unencrypted personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No PII, at any time, will be processed on or transferred to any portable computing device or any portable storage medium, unless that storage medium is in use as part of the vendor’s designated backup and recovery processes or the data is encrypted. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the United States unless specifically agreed to in writing by the School Board.

Vendor agrees that any and all data obtained from the School Board shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that, except as set forth in the Agreement to provide the services, no data