



October 2, 2014

Jerry Baus, Network Operations Coordinator  
Dr. Sheryl Abshire, Chief Technology Officer  
Calcasieu Parish School System



5050 Lincoln Drive, Suite 200  
Edina, MN 55436

Re: Addendum to the myON License Agreement

In addition to the myON Licensing Agreement regarding the protection of student data, myON further agrees to the following:

**Access to Confidential Data** myON's employees, agents and subcontractors (as well as licensed third parties who are held to the same standard as myON) may have access to confidential data maintained by the District to the extent necessary to carry out myON's responsibilities under the Contract. myON shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the District. Confidential information shall not include information which (i) is in the public domain prior to or after the time of disclosure, other than as a result of any improper inaction or action of myON hereunder, or thereafter comes into the public domain without breach of any confidentiality obligation; (ii) is known by myON prior to disclosure, as shown by written records existing prior to such disclosure; (iii) is disclosed to myON by an independent third party not in violation of any obligations of confidentiality to the District; or (iv) is independently developed by myON as demonstrated by myON's contemporaneous business records and without reference to or reliance on any confidential information received hereunder.

**No Dissemination of Confidential Data** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the District, either during the period of the Contract or thereafter. Any data supplied to myON shall be considered the property of the District unless otherwise stated in writing. myON must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the District. Data pertaining to the District in these systems will be shared with the District as needed for financial and use reporting.

**Adherence to Data Privacy Laws** myON complies with all applicable local, state, and federal laws, rules and regulations. In addition, myON secures all confidential data to the best of our ability, and adhere to security best practices and industry standards. As an example of these best practices, each student and teacher account in myON uses a login with password.

This information is SALT encrypted and building specific.

**Data Destruction** myON destroys personally identifiable information 2 months after the school license period expires. Upon license expiration, school data can be retrieved by the system administrator upon request.

**Subpoena** In the event that a subpoena or other legal process is served upon myON for records containing confidential information, myON shall promptly notify the District and cooperate with the District in any lawful effort to protect the confidential information.

**Survives Termination** myON's confidentiality obligation under the Contract shall survive termination of the Contract.



---

Todd Brekhuis  
President, Capstone Digital | myON

October 2, 2014

## **ADDENDUM TO CONTRACT**

This Addendum to Contract (“Addendum”) is entered into by and between the Calcasieu Parish School Board (hereinafter “School Board”) and Capstone Digital dba myON (hereinafter “Vendor”). The Addendum is effective as of the 16 day of December, 2014.

During the 2014 Louisiana Legislative Session, the State of Louisiana 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 requirements as to the use of personally identifiable information. In order to comply with the requirements of the new laws, this Addendum and the terms contained herein are hereby incorporated into the agreement previously entered into between Vendor and the School Board, entitled myON Order Form and dated May 14, 2012 (the “Contract”).

In accordance with La. R.S. 17:3913(F), Vendor agrees to protect personally identifiable information in a manner that allows only those individuals, who are authorized by Vendor to access the information, the ability to do so. Personally identifiable information should be protected by appropriate security measures, including, but not limited to, the use of user names, secure passwords, encryption, security questions, etc. Vendor’s network must maintain a high level of electronic protection 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 protection of its systems. Vendor agrees to maintain secure systems that are patched, up to date, and have all appropriate security updates installed.

To ensure that the only individuals and entities who can access student data are those that have been specifically authorized by Vendor to access personally identifiable student data, Vendor shall implement various forms of authentication to identify the specific individual who is accessing the information. Vendor must individually determine the appropriate level of security that will provide the necessary 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.

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

Vendor agrees that any and all personally identifiable student data will be stored, processed, and maintained in a secure location and solely on designated servers. No School Board data, 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. 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 original Contract. Data shall not be distributed, used, or shared for any other purpose. As required by Federal and State law, Vendor further agrees that no data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other vendors or interested parties. Vendor shall not sell, transfer, share or process any student data for any purposes other than those listed in the Contract, including commercial advertising, marketing, or any other commercial purpose.

Vendor shall establish and implement a clear data breach response plan outlining organizational policies and procedures for addressing a potential breach. Vendor's response plan shall require prompt response for minimizing the risk of any further data loss and any negative consequences of the breach, including potential harm to affected individuals. A data breach is any instance in which there is an unauthorized release or access of personally identifiable information or other information not suitable for public release. This definition applies regardless of whether Vendor stores and manages the data directly or through a contractor, such as a cloud service provider.

Vendor shall develop a policy for the protection and storage of audit logs. The policy shall require the storing of audit logs and records on a server separate from the system that generates the audit trail. Vendor must restrict access to audit logs to prevent tampering or altering of audit data. Retention of audit trails shall be based on a schedule determined after consultation with operational, technical, risk management, and legal staff.

Vendor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Vendor and the School Board. The confidentiality obligations shall survive termination of any agreement with Vendor for a period of fifteen (15) years or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the School Board.

Vendor acknowledges and agrees that unauthorized disclosure or use of protected information may irreparably damage the School Board in such a way that adequate compensation could not be obtained solely in monetary damages. Accordingly, the School Board shall have the right to seek injunctive relief restraining the actual or threatened unauthorized disclosure or use of any protected information, in addition to any other remedy otherwise available (including reasonable attorney fees). Vendor hereby waives the posting of a bond with respect to any action for injunctive relief. Vendor further grants the School Board the right, but not the obligation, to enforce these provisions in Vendor's name against any of Vendor's employees, officers, board members, owners, representatives, agents, contractors, and subcontractors.

Vendor agrees to comply with the requirements of La. R.S. 51:3071 *et seq.* (Louisiana Database Breach Notification Law) as well as any other applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's security obligations or other event requiring notification under applicable law, Vendor agrees to

notify the School Board immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the School Board and its employees from and against any and all claims, damages, or causes of action related to the unauthorized release.

In accordance with applicable state and federal law, Vendor agrees that auditors from any state, federal, or other agency, as well as auditors so designated by the School Board, shall have the option to audit Vendor's service. Records pertaining to the service shall be made available to auditors and the School Board when requested.

Vendor agrees that if the original Contract is terminated or if the original Contract expires, Vendor shall return all data to the School Board in a useable electronic format. Vendor further agrees to erase, destroy, and render unreadable, all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Vendor shall certify in writing that these actions have been completed within 30 days of the termination of the Contract or within seven (7) days from receipt of any request by the School Board, whichever comes first.

The terms of this Addendum shall supplement and supersede any conflicting terms or conditions of the original Contract between the Parties. Subject to the foregoing, the terms of the original Contract shall remain in full force and effect.

**VENDOR**

**PARISH SCHOOL BOARD**



\_\_\_\_\_  
Authorized Representative of Vendor

\_\_\_\_\_  
Authorized Representative Signature

Todd Brekhuis  
Authorized Representative Name (Print)

\_\_\_\_\_  
Authorized Representative Name (Print)

President, Capstone Digital  
Title

\_\_\_\_\_  
Title

Capstone Digital

PARISH SCHOOL BOARD

December 16, 2014  
Date

\_\_\_\_\_  
Date

# **MyOn Reader**

## Data Elements

Full Name  
Student ID Number  
Gender  
Grade Level  
School Enrollment  
Class Schedule  
Test Scores