

META Solutions Data Privacy Agreement



Data Privacy Agreement

This Data Privacy Agreement ("Agreement") is between META Solutions ("META" or "Provider") and all Customers ("Customer"). META's main office is at 100 Executive Drive, Marion, Ohio 43302.

META is a regional council of governments that runs an information technology center ("ITC"). The ITC is part of the Ohio Education Computer Network ("OECN"), created by the State of Ohio to provide technology services to member school districts and other authorized users. META provides information technology services and support to its public school district and chartered nonpublic school members in Ohio, following the terms of a Membership Agreement and META's Bylaws and Policies.

Customer uses software programs and related hardware and support services ("programs and services") provided by META. This may involve META accessing student personally identifiable information ("PII") and/or student education records, as defined by R.C. §3319.321 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g and 34 C.F.R. Part 99.

This Agreement explains META's responsibility to keep Customer Data (including student PII and education records) confidential and not disclose it, except as allowed in this Agreement, when providing programs and services to Customer under a Member Agreement or Contract.

The parties agree to the following:

I. Definitions

- A. "Customer Data" is any data or information entered or exchanged through Provider's programs and services. Customer owns all Customer Data.
- B. "Education Records" are any records, in any format, directly related to a student and maintained by an educational agency or institution, or someone acting for them, as governed by 20 U.S.C. §1232g and 34 C.F.R. Part 99.
- C. "Customer" includes the members of the Board of Education, its agents, employees, and representatives, State and Local Government agencies or anyone that purchases services from META.
- D. "Personally Identifiable Information" ("PII") is information and metadata that, alone or combined, can be used to identify a specific student with reasonable certainty by someone in the school community who doesn't know the student personally.
- E. PII includes:
 - 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 like the student's state-assigned student identifier, social security number, student number or biometric record
 - e. Indirect identifiers like the student's date of birth, place of birth or mother's maiden name
 - f. Demographic attributes like race, socioeconomic information, and gender.

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- F. "Parties" refers to the Customer and Provider together.
- G. "Programs and services" are any software programs, software as a service ("SAAS"), and information technology services offered to META members that may involve accessing, collecting, storing, or communicating education records and PII. This includes programs like EMIS Shared Services; Infinite Campus; ProgressBook Shared Services; PowerSchool, SameGoal; School Health Management Systems; and Student Online Registration Vendors (FinalForms, Registration Gateway, eSchool View, InfoSnap, and ComDoc), Cisco Academy, and all other services provided by META.
- H. "Provider" includes any META employees, agents, or contractors that provide services for META.

II. Term of Agreement

- A. This Agreement starts immediately and ends when:
 - a. Customer withdraws from META membership/service
 - b. Customer stops using any software programs and/or services that give Provider access to student education records.
- B. Provider's duty to keep Customer Data confidential and not disclose it to third parties without Customer's written permission continues after this Agreement ends.

III. Programs and Services Covered by Agreement

- A. This Agreement covers access, use, storage, and destruction of Customer Data, including confidential student data and education records, obtained through any program or service provided by Provider to Customer.
- B. Customer is responsible for choosing the programs and services offered by Provider through its Member Agreement. This Agreement applies whenever Customer uses a program or service provided by or through Provider that may involve Provider having access to and/or a duty to maintain Customer Data, including student education records and PII.
- C. Some products and services are created and/or supported by a third party. In these cases, this Agreement governs Provider's duties related to accessing and/or maintaining Customer Data. Customer is responsible for getting separate assurances from the third party about their duties and responsibilities to keep Customer Data confidential and not disclose it, as Customer deems appropriate. Provider will provide reasonable assistance to Customer in obtaining such assurance from the third party, if requested.

IV. Data Security and Privacy, Including Confidentiality of Records and Information

- A. Provider will take reasonable and ordinary care to protect the confidentiality of Customer Data, including student education records and PII provided by Customer.
- B. Provider will store and maintain all Customer Data, including student education records and PII, according to commercial best practices and Provider's Bylaws and Policies, as well as the applicable Member Agreement. Provider will implement appropriate administrative, physical, and technical safeguards to secure Customer Data from unauthorized access, disclosure, alteration, or use.

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- C. Provider will limit access to Customer Data, including student education records and PII, to only those employees, contractors, and agents who need access to operate, develop, support, or improve the programs and services offered by and/or through Provider. These individuals must follow confidentiality rules and requirements and are subject to discipline (including termination) and criminal prosecution for violating Provider's data security and privacy rules and obligations in this Agreement.
- D. Except as required by law, Provider will not disclose any materials, information, or other data relating to the Customer, including education records and PII, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from the Customer.
- E. Provider will ensure that all Customer Data is encrypted during transmission and when stored.
- F. Except as required by law, including Ohio public records laws, Customer will not disclose any proprietary information or documentation obtained from Provider that is marked or designated by Provider as confidential.

V. Requests for Records

- A. Each Party will cooperate with the other to respond promptly to subpoenas, warrants, legal orders, or parent or student requests to access education records.
- B. If Customer notifies Provider of threatened, pending, or current litigation involving records stored or maintained by Provider, Provider will immediately preserve all electronically stored information, including electronic files and records, ("ESI") related to the matter(s) i.e., implement a Litigation Hold. Customer will specify the records that must be preserved and/or the type/nature of the ESI to be preserved. Provider acknowledges its duty to preserve all ESI in response to a litigation hold request and will comply with the request and maintain all relevant ESI until Customer notifies Provider in writing that the Litigation Hold has been lifted/released. If this Agreement expires or is terminated, and a Litigation Hold is in place, Provider will delay the deletion of Customer Data, including such records/ESI, for six (6) months following the expiration and/or termination of the Agreement, so Customer can work with Provider to ensure the data covered by the Litigation Hold is properly preserved and its integrity maintained according to the Litigation Hold and in a way acceptable to the applicable court and other parties to the litigation. Provider will not charge Customer any additional fees to maintain records under a Litigation Hold.

VI. Response to Suspected Data Breaches

- A. Each Party must notify the other of any known or suspected security breaches of data or systems provided or maintained by Provider that may involve Customer Data, including student education records or PII.
- B. Upon receiving notice of a possible data breach, Provider will immediately begin an investigation following industry best practices and take steps to prevent any further breach during the investigation.
- C. If Provider determines that a data breach has occurred, it will promptly notify Customer in writing. Customer is responsible for notifying any individual whose education records or PII was involved, as well as any state or federal government agency or third-party

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entity, unless Provider agrees in advance to provide said notice or is otherwise required by law to do so.

- D. If a data breach results in disclosure of Customer Data to an unauthorized party, after Provider completes its investigation and takes steps to prevent further disclosure, Provider will provide Customer with a written investigation summary detailing the findings (including the Customer Data disclosed, used, and/or accessed) and, if appropriate, steps to be taken by the Parties to prevent a future breach.

VII. Transfer and Destruction of Customer Data Upon Termination

- A. If this Agreement is terminated, Provider will provide reasonable assistance to Customer to extract any data or records it maintained on behalf of Customer during the term of this Agreement.
- B. Customer is responsible for ensuring that all data is transferred within six months from the date this Agreement is terminated, unless the Parties agree in writing to an extension.
- C. Once all data and records are transferred to Customer, Provider will, within sixty (60) days of the transfer, securely delete/destroy all Customer Data, including student education records and PII, that it previously retained. This includes deletion/destruction of any records from Provider's main system, any backup systems, and any records maintained on a drive or storage device.
- D. Provider will confirm in writing to Customer once Customer Data is permanently deleted/destroyed.

VIII. Notices

- A. All notices must be in writing and are considered given or delivered when: (a) delivered by hand or (b) mailed by regular mail or other express delivery service (receipt requested), to the appropriate addresses above (or other addresses provided by notice).

IX. General Provisions

- A. Successors and Assigns. This Agreement binds and benefits the parties and their respective successors, assigns, heirs, and personal representatives. Neither Party may assign any right, obligation, or duty, in whole or in part, without the prior written consent of the other Party, which will not be unreasonably withheld.
- B. Waiver, Discharge, etc. This Agreement can only be released, discharged, changed, or modified by a written document signed by both Parties. Failure by either party to enforce any provision of this Agreement at any time is not a waiver of that provision and does not affect the validity of this Agreement or any part of it or the right of either party to enforce that provision. No waiver of any breach of this Agreement is a waiver of any other or subsequent breach.
- C. Captions. The headings in this Agreement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Agreement or any of its provisions.
- D. Rights of Persons Not Parties. This Agreement does not create rights for anyone who is not a party to it.

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- E. Liability. The Customer and Provider are each responsible for their own negligence, but not for the negligence of the other party.
- F. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the rest of the Agreement remains in effect to the extent permitted by law.
- G. Entire Agreement. This Agreement and the documents referred to in it are the entire agreement between the parties regarding the subject matter and supersede all prior negotiations, commitments, and writings.
- H. Counterparts. This Agreement may be executed in several counterparts, all of which together constitute one single agreement between the parties.
- I. Construction. This Agreement is governed by and interpreted according to the laws of the State of Ohio. If there is any ambiguity or question of intent or interpretation, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof² will favor any party because they drafted any specific provisions. The word "including" means "including without limitation." Unless the context requires otherwise, references to masculine, feminine, and neuter genders include one another.

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