

ADDENDUM TO  
RAWEE K12 SOLUTIONS AGREEMENT WITH  
CROWLEY INDEPENDENT SCHOOL DISTRICT

This Contract Addendum ("Addendum") is in reference to the Service Agreement (the "Agreement") between the Crowley Independent School District ("CISD" or the "District") and RaaWee K12 Solutions ("RaaWee"). RaaWee and CISD may be referred to singularly as a "Party" and collectively as the "Parties."

1. **LIMITATIONS OF DAMAGES.** All indemnification, hold harmless obligations and liability set forth in the Agreement, and any other mention of indemnification, shall be limited to the extent permitted under the laws and Constitution of the State of Texas and without either parties' waiver of sovereign immunity.
2. **GOVERNING LAW.** This section shall be amended to read as follows:

"This Agreement shall be construed in accordance with the law of the State of Texas."

3. The Agreement shall add the following clauses:

**LIMITATIONS ON DATA USE.**

1. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by District, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations 34 C.F.R. § 99.1 et seq. District has determined that RAAWEE has a legitimate educational interest in the educational records, as that term is defined under FERPA, disclosed as the Data under this Agreement, and that RAAWEE is the agent of District solely for the purpose of facilitating and tracking student progress through the Dallas County Promise program. RAAWEE and its designated representatives shall maintain the confidentiality of the Data and comply with the requirements of FERPA and all other applicable laws with respect to the confidentiality of student records. This provision shall survive the termination of this Agreement.
2. RAAWEE shall allow access to the Data only to: (i) persons and contractors who have been tasked by RAAWEE with storage, accessing and manipulating the Data; and (ii) persons and program partners of RAAWEE that have been tasked by RAAWEE with accessing the Data for the purpose of the Dallas County Promise program. Accordingly, RAAWEE shall not release or otherwise reveal the Data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. RAAWEE also shall not sell the Data in any form to any third party.
3. RAAWEE is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

## CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION.

1. RAAWEE agrees to maintain the confidentiality of student information throughout all stages of conducting this Agreement by implementing reasonable data security procedures, controls, and safeguards to ensure that PII is protected in accordance with FERPA and Chapter 521 of the Texas Business and Commerce Code (to the extent applicable).
2. Student PII will be collected, stored, transmitted, and disposed in accordance with industry best practices. This includes the following guidelines: (i) confidential/sensitive data will be collected only as necessary and in conjunction with this Agreement; (ii) as provided above, PII will be restricted in its distribution and accessibility such that only authorized RAAWEE representatives who have agreed to maintain the confidentiality of the Data may access PII; (iii) PII will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools; and (iv) when necessary, PII will be disposed through secure means such as shredding paper files and erasing electronic files. RAAWEE will also use appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. RAAWEE will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. RAAWEE will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. RAAWEE agrees to share its incident response plan upon request.
3. RAAWEE will not bear responsibility for safeguarding information that is: (i) publicly available; (ii) that is not an education record or PII; (iii) that is obtained by RAAWEE from third parties without restrictions on disclosure and is not obviously PII; or (iv) is required to be disclosed by order of a court or other governmental entity.
4. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student education records in a manner not allowed under federal or state law or regulation. Except as otherwise permitted by this Agreement, RAAWEE shall not provide any Data obtained under this Agreement to a third party without the prior written authorization of District.

[THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY]

SIGNATURES

So, agreed and executed by the parties' duly authorized representatives effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

RAAWEE K12 SOLUTIONS

CROWELY INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Signature

\_\_\_\_\_

*Salzem Dazi*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

*CEO*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title