

## **EXHIBIT "H" – Additional Terms or Modifications**

Version: Ellevation

LEA and Provider agree to the following additional terms and modifications:

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

**2. Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of studentgenerated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner (**provided, however, the LEA must submit such request to Provider within fifteen (15) days of a parent or student's request to the LEA**) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

### **ARTICLE IV: DUTIES OF PROVIDER**

**5. Deidentified Data:** Provider agrees not to attempt to reidentify deidentified Student Data. De Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of Deidentified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de identified Student Data to any party unless **(a)** that party agrees in writing not to attempt reidentification, **and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.** Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which deidentified data is presented.

**6. Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty

(60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data **after providing the LEA with reasonable**

~~prior notice~~ in accordance with the data retention policy described in Exhibit A. The duty to dispose of Student Data shall not extend to Student Data that had been Deidentified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."

## ARTICLE V: DATA PROVISIONS

2. **Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.~~ The LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities~~, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA. ~~Privacy and security audits conducted by the LEA in accordance with this section will be subject to Provider's confidentiality obligations to its other customers.~~

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and San Dieguito Union High School District

("Originating LEA") which is dated Apr 14, 2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

customercontracts@cainc.com

**PROVIDER:** Curriculum Associates, LLC

BY: Jordan Meranus Date: 04-14-2022

Printed Name: Jordan Meranus Title/Position: President, Ellevation Platform

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the San Dieguito Union High School District and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

**LEA:** Apple Valley Unified School District

BY: Patrick Schlosser Date: 10-31-2022

Printed Name: PatrickSchlosser Title/Position: Assistant Superintendent, Educational

SCHOOL DISTRICT NAME: Apple Valley Unified School District Services

DESIGNATED REPRESENTATIVE OF LEA:

Name: PatrickSchlosser

Title: Assistant Superintendent, Educational Services

Address: 12555 Navajo RDA Apple Valley California 92308

Telephone Number: (760) 247-8001

Email: pat\_schlosser@avusd.org