

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

OPTIONAL: EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the Division to any other school division ("Subscribing Division") who accepts this General Offer through its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing Division filled on the next page for the Subscribing Division. 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 Division may also agree to change the data provided by Division to the Provider to suit the unique needs of the Subscribing Division. 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 subject listed in the Originating Service Agreement; or (3) after three years from the date of Provider's signature to this form. Provider shall notify the Division in the event of any withdrawal so that this information may be transmitted to the Subscribing Divisions.

BY: *Russell Street*

Date: 4-19-2021

Printed Name: Russell Street

Title/Position: Director of Technology

2. Subscribing Division

A Subscribing Division, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing Division's individual information is contained on the next page. The Subscribing Division and the Provider shall therefore be bound by the same terms of this DPA.

BY: *Russell Street*

Date: 4-19-2021

Printed Name: Russell Street

Title/Position Director of Technology

TO ACCEPT THE GENERAL OFFER THE SUBSCRIBING DIVISION MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

BY: *Jenny Nakamura*

Date: May 17, 2021

Printed Name: Jenny Nakamura

Title/Position: Senior Director of K12 Programs

Email Address jnakamura@everfi.com

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

Addendum

Responsibilities of the District:

The District shall:

- Identify an overall point person for EVERFI to coordinate an annual meeting and other partnership details.
- Identify additional points of contact, for each subject area, who can help determine the appropriate placement for EVERFI sponsored learning courses. The placement of the courses will aim to reach the most students and achieve the best student outcomes.
- Invite EVERFI staff to present at relevant teacher PD's throughout the school year or help set up other means of training teachers.
- Meet with EVERFI staff annually over the summer to review the results of the annual Impact Report and to discuss the partnership for the following school year.
- Complete an annual survey providing feedback to EVERFI staff about the partnership.
- As District deems appropriate, share elements of the partnership via social media and other outlets or provide a thank you or recognition to the sponsors funding EVERFI's programs.