

EXHIBIT "E"

**GENERAL OFFER OF PRIVACY TERMS
[INSERT ORIGINATING LEA NAME]**

1. Offer of Terms

08.21.2019

TACOMA PUBLIC SCHOOLS

Provider offers the same privacy protections found in this DPA between it and ~~Name of LEA~~ and which is date ~~Insert Date~~ to any other LEA ("Subscribing LEA") who accepts this General Offer though 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 other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify ACPE in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

EdClub, Inc.

BY: 

Date: 10/04/2019

Printed Name: Ramtin Kiany

Title/Position: President

2. Subscribing LEA - NORTHSHORE SCHOOL DISTRICT

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.

Insert Subscribing LEA's Name

BY: 

Date: 10.12.2020

Printed Name: Allen Miedema

Title/Position: Director of Technology

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

Name: _____

Title: _____

Email Address: support@edclub.com

Revisions to
WASHINGTON STUDENT DATA PRIVACY AGREEMENT
Version 1.0

Between
Tacoma Public Schools
and
EdClub, Inc., regarding Typing Club

1. Article V.1.c was revised as follows:

- c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA [or to provide the services under the Service Agreement](#).

2. Article V.1.i was revised as follows:

- i. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. In the event that the term of the Service Agreement is anticipated to be longer than two (2) years, Provider shall provide written confirmation to the LEA that [the provider and/or](#) a third party has conducted a risk assessment analysis of Provider's computer systems at some point during the term of the Service Agreement.

3. Article V.1.j was revised as follows:

- j. **Compliance Audit**. LEA shall have the right but shall be under no obligation to conduct audit(s), [in a mutually agreed upon manner](#), from time to time, of Provider's records concerning its compliance obligations as set forth in this Article V. Provider shall make such records and other documents available to LEA upon request [and reasonable notice](#).

4. Article V.2 was revised as follows:

- 2. **Data Breach**. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within [a reasonable time](#) following discovery of the incident. Provider shall follow the following process:

5. Article VI was revised as follows:

- 1. **Indemnity**. Provider shall defend, indemnify and hold harmless the LEA, its officers,

directors, employees, agents and assigns (the “Indemnitees”) from and against any and all losses, damages, liabilities, ~~deficiencies, actions,~~ judgments, interest, awards, penalties, fines, ~~costs or expenses of whatever kind,~~ including reasonable attorneys’ fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance carrier, arising out of or resulting from any third-party claim against the Indemnitees arising out of or resulting from Provider’s failure to comply with any of its **material obligations under this DPA**. Provider’s duty to defend and indemnify the LEA includes any and all claims and causes of action **arising out of or resulting from Provider's failure to comply with any of its material obligations under this DPA**.

6. Article VII.1.a was revised as follows:

- 1. Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. ~~Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for a period of three (3) years, or so long as the Provider performs services under this Agreement, whichever shall be longer.~~

7. Within Exhibit C, Definitions, the following were revised:

De-Identified Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or student-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data. **PII shall not include De-Identified Information.**