

WISCONSIN STUDENT DATA PRIVACY AGREEMENT

School District/Local Education Agency:

Hudson School District

AND

Provider:

Amplify Education, Inc.

Date: January 12, 2021

This sample agreement is for informational purposes only. This agreement may not be construed as legal advice. School districts should always consult with the district's own legal counsel before entering into a student data privacy agreement

This Wisconsin Student Data Privacy Agreement ("DPA") is entered into by and between the Hudon School District (hereinafter referred to as "LEA") and Amplify Education, Inc. (hereinafter referred to as "Provider") on January 12, 2021. The parties agree to the terms as stated herein.

RECITALS

WHEREAS, Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated Q-47370-1 12/3/2020 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, Provider may receive or create, and LEA may provide, documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. 1232g and 34 CFR Part 99, Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506; and Protection of Pupil Rights Amendment ("PPRA"), at 20 U.S.C. 1232h (such laws, "Federal Law"); and

WHEREAS, the documents and data transferred from LEAs and created by Provider's Services are also subject to Wisconsin state student privacy laws, including pupil records law under Wis. Stat. § 118.125 and notice requirements for the unauthorized acquisition of personal information under Wis. Stat. § 134.98 (such laws, "State Law" and, collectively with Federal Law, the "Applicable Law"); and

WHEREAS, for the purposes of this DPA, Provider has legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of Applicable Law and to establish implementing procedures and duties; and

WHEREAS, Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in Wisconsin the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with Applicable Law, as may be amended from time to time. In performing the Services, Provider shall be considered a School District Official with a legitimate educational interest, and performing services otherwise provided by LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of LEA.

2 Nature of Services Provided. Provider has agreed to provide the digital educational products and services described in Exhibit "A" hereto.

3. Student Data to Be Provided. The parties shall indicate the categories of Student Data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over the definition of the same term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of LEA. Provider further acknowledges and agrees that all copies of such Student Data transmitted to Provider, including any modifications or additions or any portion thereof from any source (with the exception of De-Identified Data), are subject to the provisions of this DPA in the same manner as the original Student Data. The parties agree that as between them, all rights, including all intellectual property rights, in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of LEA. For the purposes of FERPA, Provider shall be considered a School District Official, under the control and direction of LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer Pupil-Generated Content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 30 days from the date of the request) to LEA's request for Student Data in a pupil's records held by Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts Provider to review any of the Student Data accessed pursuant to the Services, Provider shall refer the parent or individual to LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Pupil-Generated Content is stored or maintained by Provider as part of the Services, Provider shall, at the request of LEA, transfer said Pupil-Generated Content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to Pupil-Generated Content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for Student Data held by Provider pursuant to the Services, Provider shall redirect the Third Party to request the Student Data directly from LEA. Provider shall notify LEA as soon as possible in advance of a compelled disclosure to a Third Party.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA, as well as state and federal law.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with Applicable Law.
2. **Annual Notification of Rights.** LEA shall include a specification of criteria under FERPA for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** Provider shall comply with all Applicable Laws in handling Student Data in the provision of Services under the Service Agreement.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data, without the express written consent of LEA.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure.** Provider shall not copy, reproduce or transmit any Student Data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) erasing; or (3) otherwise modifying the Personally Identifiable Information in those records to make it unreadable or indecipherable by human or digital means or through De-Identification. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. At LEA's request, Provider shall confirm in writing to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been De-Identified or placed in a separate student account, pursuant to the other terms of the DPA. LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from LEA, Provider will provide LEA with any specified portion of the Student Data within ten (10) days of receipt of said request.

a. **Partial Disposal During Term of Service Agreement.** Throughout the term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed for the performance of Services. Partial disposal of Student Data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. **Complete Disposal Upon Termination of Service Agreement.** Upon termination of the Service Agreement, Provider shall dispose or delete all Student Data obtained under the

Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of Student Data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that the Student Data will not be transferred to a separate account.

- c. Exception for PII. Nothing shall require Provider to return or destroy any data that does not include Personally Identifiable Information, including De-Identified Data that is derived from access to LEA's Student Data but which does not contain PII that is linked or linkable to a specific pupil.

6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member /guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for legitimate educational purposes, including adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

I Data Security. Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any Student Data, including ensuring that Student Data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all Student Data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit Student Data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA or as otherwise permitted under Applicable Law and/or this DPA.

- d Employee Training.** Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee that LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the Service is accessed using a supported web browser, Provider shall employ industry standard measures to protect Student Data from unauthorized access. The Service security measures shall include server authentication and data encryption. Provider shall host Student Data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. 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.

2 Data Breach. In the event that Provider determines that Student Data maintained by Provider is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, subject to authorization of law enforcement, if applicable, and as required by Applicable Law and not exceeding two (2) business days. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b** The security breach notification described above in section 2(a) shall include, at a minimum, the following information, as and to the extent within Provider's actual knowledge:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of Personally Identifiable Information that were or are reasonably believed to have been the subject of the breach.
 - iii. (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed because of a law enforcement investigation, if that information is permitted by law enforcement to be disclosed.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i. Information about what Provider has done to protect individuals whose information has been breached.

- ii. Advice on steps that any person whose information has been breached may take to protect himself or herself.

- d. Provider agrees to adhere to all requirements in Applicable Law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and Applicable Law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If notice is voluntary under Applicable Law or is not due to the acts or omissions of Provider, then at LEA's reasonable request and expense, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA (subject to any limitations of liability terms contained in the Service Agreement) for costs incurred to notify parents /families if the notification is required under Applicable Law and the breach is due to the acts or omissions of Provider or its Subprocessors.

- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** Provider shall be bound by this DPA for the duration of the Service Agreement or so long as Provider maintains any Student Data.

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival.** If the Service Agreement is terminated, Provider shall destroy all of LEA's data pursuant to Article V, section 1 (b), and Article II, section 3, above.

4. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with privacy protections under Applicable Law. In the event there is conflict between this DPA and the Service Agreement, this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. **Designated Representatives**

The designated representative for LEA for this DPA is:

Name: Jennifer Lota
Title: IT Coordinator

Contact Information:
(715) 377-3709
lota.j@hudsonraiders.org

The designated representative for Provider for this DPA is:

Name: Inna Barmash
Title: General Counsel & Chief of Staff

Contact Information:
55 Washington Street, Suite 800
Brooklyn, NY 11201
legal@amplify.com

b. **Notification of Acceptance of General Offer of Privacy Terms.** Upon execution of Exhibit "E", General Offer of Privacy Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for notice of acceptance of the General Offer of Privacy Terms is:

Name: Inna Barmash
Title: General Counsel & Chief of Staff

Contact Information:
Inna Barmash
Brooklyn, NY 11201
legal@amplify.com

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Authority. Provider represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of Provider shall also be bound to this DPA.

10. Waiver. No delay or omission of LEA to exercise any right hereunder shall be construed as a waiver of any such right and LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation, or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Wisconsin Student Data Privacy Agreement as of the last day noted below.

Provider :

BY: Richard Morris Date: 1/12/2021

Printed Name: Richard Morris Title/Position: Senior Vice President, Finance

Local Education Agency:

BY: Jennifer Loh Date: 1/14/21

Printed Name: Jennifer Loh Title/Position: IT Coordinator

Note: Electronic signature not permitted

EXHIBIT "A"

DESCRIPTION OF SERVICES

Amplify Education Inc. provides core curriculum and supplemental programs and services in ELA, math, and science, and formative assessment products in early reading and math.

The selected items in Exhibit B list all categories of data which may be collected from Amplify's products. If you have questions about which data elements are collected for your District's selected products, please contact privacy@amplify.com.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system	Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X	<i>Do not collect this information</i>	Gender	X * Optional
	Other application technology meta data-Please specify:	* Browser User Agent * Operating system brand and version * Browser brand and version		Ethnicity or race	X * Optional
				Language information (native, preferred or primary language spoken by student)	X * Optional
Application Use Statistics	Meta data on user interaction with application	X		Other demographic information-Please specify:	
Assessment	Standardized test scores		Enrollment	Student school enrollment	X
	Observation data	X		Student grade level	X
	Other assessment data-Please specify:	Required Formative observational and online assessment; Required Formative observational assessment		Homeroom	X * Optional
		Guidance counselor			
Attendance	Student school (daily) attendance data			Specific curriculum programs	X
	Student class attendance data			Year of graduation	
				Other enrollment information-Please specify:	
Communication s	Online communications that are captured (emails, blog entries)		Parent/Guardian Contact Information	Address	
				Email	
				Phone	
Conduct	Conduct or behavioral data		Parent/Guardian ID	Parent ID number (created to link parents to students)	
Demographics	Date of Birth	X			
	Place of Birth				

Category of Data	Elements	Check if used by your system
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X * Optional
	Low income status	X * Optional
	Medical alerts /health data	
	Student disability information	X * Optional
	Specialized education services (IEP or 504)	X *Optional
	Living situations (homeless/foster care)	
	Other indicator information- Please specify:	School food service eligibility Limited English proficiency
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	

Do not collect this data.

Do not collect this data.

Category of Data	Elements	Check if used by your system
	Vendor/App assigned student ID number	
	Student app username	X * Optional
	Student app passwords	X * Optional
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student work data - Please specify:	

Category of Data	Elements	Check if used by your system
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

EXHIBIT "C"

DEFINITIONS

De-Identification: De-Identification refers to the process by which Provider removes or obscures any Personally Identifiable Information ("PII") from Student Data in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Student Data that has been subject to De-Identification will be referred to herein as "De-Identified Data".

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, Student Data, metadata, and user or pupil-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, if the data within such categories either directly identifies a student or qualifies as an Indirect Identifier as defined in this paragraph.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA, the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means all of the following: (1) Any information that directly relates to a pupil that is maintained by LEA; and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee; and any

information that meets the definition of a "pupil record " under Wis. Stat. § 118.125(1)(d). For the purposes of this DPA, Pupil Records shall be the same as Educational Records and Covered Information, all of which are deemed Student Data for the purposes of this DPA.

Service Agreement : Refers to the Contract or Purchase Order that this DPA supplements and modifies.

School District Official: For the purposes of this DPA and pursuant to 34 CFR 99.31 (B) and Wis. Stat. § 118.125(2)(d), a School District Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Educational Records; and (3) Is subject to 34 CFR 99.33(a) and Wis. Stat. § 118.125(2) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents /guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers , biometric information, disabilities, socioeconomic information , food purchases, political affiliations, religious information text messages, documents, student identifiers, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this DPA, and for the purposes of Applicable Law. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de- identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor ") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and /or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term " Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Pupil Records. However, for the purpose of this DPA, the term "Third Party" when used to indicate provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[Name or District or LEA] directs [Name of Provider] to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p>_____ Partial. The categories of data to be disposed of are as follows:</p> <p>_____ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p>_____ Destruction or deletion of data.</p> <p>_____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p>_____ As soon as commercially practicable</p> <p>_____ By (Insert Date) _____</p> <p>[Insert or attach special instructions]</p>

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS
[INSERT ORIGINATION LEA NAME]

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Name of LEA] and which is dated to any other LEA ("Subscribing LEA") who accepts this 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. Provider and the other LEA may also agree to change the data provided by LEA to Provider in Exhibit "B" to suit the unique needs of LEA. 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:

BY: Richard Morris

Date: 1/12/2021

Printed Name: Richard Morris

Title/Position: Senior Vice President, Finance

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 Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

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

Name: Inna Barmash

Title: General Counsel & Chief of Staff

Email Address: legal@amplify.com

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

See information about Amplify's information security program at
<http://www.amplify.com/security>

