

## EXHIBIT "H" – Additional Terms or Modifications

Version \_\_\_\_\_ ClassDojo, Inc.

LEA and Provider agree to the following additional terms and modifications which shall be effective simultaneously with the attached DPA. The following sections shall be modified (as indicated by the track changes in red) and replaced with the language set forth below:

### 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 including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these ~~s~~Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.

### 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 ~~s~~Student-~~g~~Generated ~~e~~Content to a personal account, consistent with the functionality of ~~s~~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) to the LEA's request for Student Data in a student's Education rRecords 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.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA or an LEA-authorized users of the Services, which may include parents and legal guardians with LEA-provided access to Student Data, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service.

### ARTICLE IV: DUTIES OF PROVIDER

5. **De-Identified Data:** Provider agrees not to attempt to re-identify ~~d~~De-~~i~~Identified 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, ~~s~~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 De-Identified 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 ~~d~~De-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, 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 ~~d~~De-identified-~~d~~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 De-Identified 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"**.

Note\* Exhibit A language will include the following:

Provider needs to provide the detailed retention policy details, including the timeline.

## ARTICLE VII: MISCELLANEOUS

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data, ~~if~~ in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

## **EXHIBIT "C"**

### **DEFINITIONS**

Sell: consistent with SOPIPA, does not include or apply to a purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the Personally Identifiable Information contained in Student Data in a manner consistent with this DPA with respect to the previously acquired Personally Identifiable Information contained in Student Data. Sell also does not include sharing, transferring or disclosing Student Data with a Service Provider that is necessary to perform a business purpose (such as detecting security incidents, debugging and repairing, analytics, storage or other processing activities) provided that the Service Provider does not Sell the Student Data except as necessary to perform the business purpose. Provider is also not "selling" personal information (i) if an LEA authorized user of the Services, which may include parents and legal guardians with LEA-provided access to Student Data, directs Provider to intentionally disclose Student Data or uses ClassDojo to intentionally interact with a third party, provided that such third party also does not Sell the Student Data; or (ii) if a parent or other user (with parent consent) purchases Student Data (e.g., enhanced classroom reports, yearbooks, or photos); provided that the FERPA requirements for the LEA to maintain control of Student Data are met.

**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, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or 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, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute ~~that~~ information that has been (i) anonymized or ~~d~~De-identified, or anonymous usage data regarding a student's use of Provider's services; or (ii) any data collected from an Outside School Account (details provided in Exhibit 'A').

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the

usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted ~~a~~Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**EXHIBIT "G"**  
**Supplemental SDPC State Terms for California**  
**Version 1.0**

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:

San Juan Unified School District , located at 3738 Walnut Ave., Carmichael CA 95608

(the "**Local Education Agency**" or "**LEA**") and

ClassDojo, Inc. , located at 735 Tehama Street, San Francisco, CA 94103

(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital ~~s~~Services to LEA, which ~~s~~Services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the ~~s~~Services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of

clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

**NOW, THEREFORE**, for good and valuable consideration, LEA and Provider agree as follows:

1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text and adding additional text as follows: Provider is prohibited from using, disclosing, or ~~s~~Selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees that are not considered Targeted Advertising; or (iii) to notify account holders about new education product updates, features, or services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

**IN WITNESS WHEREOF**, LEA and Provider execute this Exhibit as of the Effective Date.

**LEA:** San Juan Unified School District

By: Peter Skibitzki Date: 05-16-2024

Printed Name: *Peter Skibitzki* Title/Position: *Senior Director of Technology Services*

**Provider:** ClassDojo, Inc.

By: Elisette Weiss Date: 05-16-2024

Printed Name: *Elisette Weiss* Title/Position: *District Partnerships*

**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 Juan Unified School District**

("Originating LEA") which is dated 05-16-2024, 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:

elisette@classdojo.com

**PROVIDER:** \_\_\_\_\_ **ClassDojo, Inc.**

BY: \_\_\_\_\_ *Elisette Weiss* Date: 05-16-2024

Printed Name: \_\_\_\_\_ **Elisette Weiss** Title/Position: \_\_\_\_\_ **District Partnerships**

**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 Juan Unified 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:** \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_