EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Dry Creek Joint Elementary School District ("Originating LEA") which is dated December 4, 2020, 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 statues; (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: privacy@code.org

Code.org

BY: _Cameron Wilson_ Date: _December 4, 2020_

Printed Name: _Cameron Wilson_   Title/Position: _COO_

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 Dry Creek Joint Elementary School District and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

[Insert Name of Subscribing LEA] Morongo USD

BY: _Sharon Flores_ Date: 03 / 15 / 2021

Printed Name: _Sharon Flores_   Title/Position: _Assistant Superintendent_

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

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EXHIBIT "H"

ADDITIONAL TERMS OR MODIFICATIONS

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LEA and Provider agree to the following additional terms and modifications: The following sections shall be modified (as indicated) and replaced with the language set forth below.

1. **Agreement Section 3 - Term**

This DPA shall stay in effect for three years, unless earlier terminated as set forth herein. Exhibit E will expire 3 years from the date the original DPA was signed, unless earlier terminated as set forth herein.

2. **Article I, Section 2**

Student Data to Be Provided. In order to perform the Services described above, the Student Data processed by Provider on behalf of LEA shall provide Student Data as be identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **Article II, Section 3**

Separate Account. Students and parent users may have personal or non-school accounts (*i.e.* for use of Code.org at home not related to school) in addition to school accounts ("Outside School Account"), which may also be linked to their student account. Additionally, they may choose to create personal login information to student accounts to continue developing projects or work outside the school ("Personal Login"). Student Data shall not include information a student or parent provides to Provider through such Outside School Accounts or use of a school account with a Personal Login independent of the student's or parent's engagement with the Services at the direction of the LEA. Additionally, if If Student Generated Content is stored or maintained by the Provider, Provider may, shall at the request of the LEA, student, or student's parent or legal guardian, transfer said Student Generated Content to a separate student account or an Outside School Account; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service.

4. **Article IV, Section 1**

Privacy Compliance. The Provider shall comply, in all material respects, with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time, applicable to the Provider in providing the Service to LEA.

5. **Article IV, Section 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 outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA or applicable law.

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6. **Article IV, Section 4**

No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA, authorized users of the Services, or to protect the safety or integrity of users or others or the security of the Services. Provider will not Sell Student Data to any third party.

7. **Article IV, Section 5**

De-Identified Data: Provider agrees not to attempt to re-identify de-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, 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 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 publicly publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data de-identified data is presented.

8. **Article IV, Section 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 at the earliest of (a) Provider's standard destruction schedule, if applicable; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. after providing the LEA with reasonable prior notice. 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.

9. **Article VII, Section 1**

Termination. In the event that either Party seeks to terminate this DPA before the expiration of its term, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and the Service Agreement any service agreement or contract if the other party breaches any material terms of this DPA.

10. **Exhibit C Definitions.**

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose in connection with the Services, 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 include De-Identified Data or ~~constitute that~~ information that has been anonymized ~~or de-identified~~, or anonymous usage data regarding a student's use of Provider's services.