

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between **Loudoun County School Board DBA Loudoun County Public Schools** (hereinafter referred to as “Division”) and **Renaissance Learning, Inc.**, (hereinafter referred to as “Provider”), each, a “Party,” and together, the “Parties,” on this date: **8/28/2020**

The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, Provider has agreed to provide Division with certain digital educational or school business services (“Services”) as described in **Article I: Purpose and Scope** and **Exhibit “A” Description of Products and Services**; and

WHEREAS, in order to provide the Services described in **Article I: Purpose and Scope** and **Exhibit “A” Description of Products and Services**, Provider may receive or create and Division may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

WHEREAS, the documents and data transferred from Virginia School Divisions and created by Provider’s Services are also subject to several Virginia student privacy laws, including Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*; and

WHEREAS, Provider may in certain cases provide services causing it to collect, store, or use Division employee, directors, or officers personal data or the personal data of third parties; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

WHEREAS, Provider may, by signing the **Exhibit “E” General Offer of Privacy Terms to other Subscribing Divisions**, agree to allow other Local Educational Agencies (LEAs) in Virginia 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 Division Data (as defined in **Exhibit “C” Definitions**) transmitted to Provider from Division pursuant to **Exhibit “A” Description of Products and Services**, including compliance with all applicable state privacy statutes, including the FERPA, PPRA, COPPA, IDEA, 603 C.M.R. 23.00, 603 CMR 28.00, and Code of Virginia § 22.1-289.01. *School service providers; school-affiliated entities; student personal information*; and § 22.1-287.02. *Students' personally identifiable information*. In performing these services, to the extent Personally Identifiable Information (as defined in **Exhibit “C” Definitions**) from Pupil Records (as defined in **Exhibit “C” Definitions**) are transmitted to Provider from Division, Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by Division. Provider shall be under the direct control and supervision of Division.

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2. **Nature of Services Provided.** This DPA shall apply with respect to any and all service agreements between Provider and LCPS. Provider has agreed to provide the following digital educational or school business services described below and as may be further outlined in Exhibit “A” Description of Products and Services.

Renaissance practice and assessment solutions.

3. **Division Data to Be Provided.** In order to perform the Services described in this Article and in Exhibit “A” Description of Products and Services, Provider shall provide below the categories of data described or as indicated in the Exhibit “B” Schedule of Data Used, Stored, or Collected by Provider’s System:

Please refer to the attached Data Elements Collected by Product.

4. **DPA Definitions.** The definitions of terms used in this DPA are found in Exhibit “C” Definitions. In the event of a conflict, definitions used in this DPA shall prevail over terms and conditions used in all other writings, including, but not limited to, service agreements, privacy policies or any other terms, conditions, or understandings of service.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Division Data Property of Division.** All Division Data, user generated content or any other Pupil Records transmitted to Provider pursuant to this Agreement is and will continue to be the property of and under the control of Division, or to the party who provided such data (such as the student or employee, in the case of user generated content.). Provider further acknowledges and agrees that all copies of such Division Data or any other Pupil Records transmitted to Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Division Data or Pupil Records. The Parties agree that as between them, all rights, including all intellectual property rights in and to Division Data or any other Pupil Records contemplated per this Agreement shall remain the exclusive property of Division. For the purposes of FERPA and state law, Provider shall be considered a School Official, under the control and direction of Division as it pertains to the use of Division Data notwithstanding the above. Provider will cooperate and provide Division Data within ten (10) days at Division’s request. Provider may transfer pupil-generated or employee-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** Provider shall cooperate and respond within ten (10) days to Division’s request for personally identifiable information 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 Pupil Records or Division Data accessed pursuant to the Services, Provider shall refer the parent or individual to Division, who will follow the necessary and proper procedures regarding the requested information.

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3. **Separate Account.** Provider shall, at the request of Division, transfer Student Generated Content to a separate student account when required by the Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities.
4. **Third Party Request.** Provider shall notify Division in advance of a compelled disclosure to a Third Party, unless legally prohibited.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to this DPA, whereby the Subprocessors agree to protect Division Data in a manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF DIVISION

1. **Privacy Compliance.** Division shall provide data for the purposes of the DPA and any related contract in compliance with the FERPA, PPRA, IDEA, Code of Virginia § 22.1-289.01. School service providers; school-affiliated entities; student personal information; and § 22.1-287.02. Students' personally identifiable information, and all other applicable Virginia statutes.
2. **Parent Notification of Rights.** Division shall ensure that its annual notice under FERPA defines vendors, such as Provider, as “School Officials” and what constitutes a legitimate educational interest. Division will provide parents with a notice of the websites and online services under this Agreement for which it has consented to the collection of student data on behalf of the parent, as permitted under COPPA.
3. **Unauthorized Access Notification.** Division shall notify Provider promptly of any known or suspected unauthorized access. Division 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 Virginia and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Code of Virginia § 22.1-289.01. and § 22.1-287.02.
2. **Authorized Use.** Division Data shared pursuant to this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services stated in this DPA and as 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 Division Data or any portion thereof, including without limitation, any Division Data, metadata, user content or other non-public information and/or personally identifiable information contained in the Division Data, without the express written consent of Division, unless it fits into the de-identified information exception in Article IV, Section 4, below or there is a court order or lawfully issued subpoena for the information.
3. **Employee Obligations.** Provider shall require all employees and agents who have access to Division Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **Use of De-identified Information.** De-identified information, as defined in **Exhibit “C” Definitions**, may be used by Provider for the purposes of development, research, and improvement of educational sites,

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services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider and Division agree that Provider cannot successfully de-identify information if there are fewer than ten (10) students in the samples of a particular field or category of information collected, i.e., ten students in a particular grade, ten students of a particular race, or ten students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data and not to transfer de-identified Division 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 Division who has provided prior written consent for such transfer.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsections below, provider shall dispose of or delete all Division Data obtained under this Agreement when it is no longer needed for the purposes for which it was obtained. Disposition will include (1) the shredding of any hard copies of any Division Data, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the service agreement authorizes provider to maintain Division Data obtained under the service agreement beyond the time reasonably needed to complete the disposition. Provider shall provide written notification when the Division Data has been disposed. The duty to dispose of Division Data shall not extend to data that has been de-identified or placed in a separate student account, pursuant to the terms of the agreement. The Division may employ a request for return or deletion of Division Data form, a copy of which is attached hereto as **Exhibit “D” Directive for Provider Disposition of Division Data**. Upon receipt of a request from Division, Provider shall immediately provide Division with any specified portion of Division Data within ten (10) calendar days of the receipt of said request.
 - a) **Partial Disposal During the Term of Service Agreement.** Throughout the term of the service agreement, Division may request partial disposal of Division Data obtained under the service agreement that is no longer needed. Partial disposal of data shall be subject to Division's request to transfer data to a separate account, pursuant to **Article II: Data Ownership and Authorized Access, Section 3. Separate Account** above.
 - b) **Complete Disposal upon Termination of Service Agreement.** Upon termination of the service agreement Provider shall dispose of or delete all Division Data obtained under the service agreement. Prior to disposal of the data, Provider shall notify Division in writing of its option to transfer data to a separate account, pursuant to **Article II: Data Ownership and Authorized Access, Section 3. Separate Account** above. In no event shall Provider dispose of Division Data pursuant to this provision unless and until Provider has received affirmative written confirmation from Division that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Division Data to (a) market or advertise to students or families/guardians or employees; (b) inform, influence, or enable marketing or advertising efforts by Provider; (c) develop a profile of a student, family member/guardian, group, or employee for any commercial purpose other than providing the Service to Client; or (d) use Division Data for the development of commercial products or services, other than as necessary to provide the Service to Client. This section does not prohibit Provider from generating legitimate personalized learning recommendations or other activities permitted under Code of Virginia § 22.1-289.01.
7. **Penalties.** The failure to comply with the requirements of this Agreement could subject Provider and any third party to all allowable penalties assessable against Provider under state and federal law. In the event the Family Policy Compliance Office of the U.S. Department of Education determines that Provider improperly disclosed personally identifiable information obtained from Division's education records, Division may not allow Provider access to Division's education records for at least five (5) years.

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ARTICLE V: DATA PROVISIONS

1. **Data Security.** Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Division Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These duties shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Provider shall secure user names, passwords, and any other means of gaining access to the Services or to Division Data, at a level suggested by Article 4.3 of NIST 800-63-3.
 - b. **Security Protocols.** Both Parties agree to maintain security protocols that meet industry best practices in the collection, storage 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 DPA in a secure computer environment.
 - c. **Provider Employee Training.** Provider shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer (“SSL”), or equivalent technology shall be employed to protect Division Data from unauthorized access. The services security measures shall follow National Institute of Standards and Technology (NIST) 800-171, or equivalent industry best practices.
 - e. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon Division’s written request, Provider shall make the results of findings available to Division. Division shall treat such audit reports as Provider’s Confidential Information under this Agreement.
 - f. **Backups. Data Authenticity and Integrity.** Provider will take reasonable measures, including audit trails, to protect Division Data against deterioration or degradation of data quality and authenticity. Provider shall be responsible for ensuring that Division Data is retrievable in a reasonable format.
 - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Division Data in a manner consistent with the terms of this **Article V: Data Provisions**. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Unauthorized Access or Data Breach.** In the event that Division Data is accessed or obtained by an unauthorized individual, Provider shall follow the following process:
 - a. provide immediate notification to Division upon verification of the incident.
 - b. notification will be provided to the contact(s) identified in **Article VII: Miscellaneous, Section 14. Notice.**, and sent via email and postal mail. Such notification shall include the
 - i. date, estimated date, or date range of the disclosure;
 - ii. Division Data that was or is reasonably believed to have been disclosed;
 - iii. remedial measures taken or planned in response to the disclosure.

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- c. immediately take action to prevent further access;
- d. take all legally required, reasonable, and customary measures in working with Division to remediate the breach, which may include toll free telephone support with informed customer services staff to address questions by affected parties and/or provide monitoring services if necessary given the nature and scope of the disclosure;
- e. cooperate with Division efforts to communicate to affected parties.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by Division. If Division requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, 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 Division, Provider shall reimburse Division for costs incurred to notify parents/families of a breach not originating from Division's use of the Service.
- g. Provider shall carry commercial general liability and cyber/technology professional liability insurance and agree to indemnify and hold harmless Division against and from any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by Provider or any of its officers, directors, employees, agents or representatives of the obligations of Provider or its Authorized Representatives under this provision or under a Confidentiality Agreement, as the case may be.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached **Exhibit "E" General Offer of Privacy Terms to other Subscribing Divisions** be bound by the terms of this DPA to any other Division or Local Educational Agency 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 so long as Provider maintains any Division Data.
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent and as long as any service agreement or terms of service, to the extent one exists, has lapsed or has been terminated. Division may terminate this DPA and any service agreement or contract in the event of a material breach of the terms of this DPA.
3. **Data Transfer Upon Termination or Expiration**. Provider will notify Division of impending cessation of its business and any contingency plans. Provider shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Division. As mutually agreed upon and as applicable, Provider will work closely with its successor to ensure a successful transition to the new equipment or Provider, with minimal downtime and effect on Division, all such work to be coordinated and performed in advance of the formal transition date.
4. **Effect of Termination Survival**. If the DPA is terminated, Provider shall destroy all Division Data pursuant to **Article IV: Duties of Provider, Section 5. Disposition of Data. b) Complete Disposal upon**

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Termination of Service Agreement. Provider's obligations under this Agreement shall survive termination of this Agreement until all Division Data has been returned or Securely Destroyed.

5. **Successor Entity.** Any successor entity or third party with whom Provider contracts shall abide by Provider's policy for the privacy of student or employee personal information and comprehensive information security program before accessing Division Data.
6. **Priority of Agreements.** This DPA supersedes all end user and "click-thru" agreements. In the event there is conflict between the terms of the DPA and any other writing, such as a service agreement or with any other Bid/RFP, terms of service, privacy policy, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of any other agreement shall remain in effect.
7. **Amendments.** 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.
8. **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.
9. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, 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 of Division or the other Subscribing Division specified in **Exhibit E**, as applicable, for any dispute arising out of or relating to this Agreement or the transactions contemplated hereby.
10. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Division Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to Division Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where Division Data and portion thereof is stored, maintained or used in any way.
11. **Waiver.** No delay or omission of Division to exercise any right hereunder shall be construed as a waiver of any such right and Division reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
12. **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.
13. **Electronic Signature.** The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Virginia and Federal law governing electronic signatures. The Parties agree that to the extent they sign electronically,

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their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature.

- 14. Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile 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 below:

a. Designated Representatives

PROVIDER: The designated representative for this Agreement for **Provider** is:

Provider Name:	Renaissance Learning, Inc.
Contact Name:	Stephanie Carver
Contact Title:	General Counsel and Data Privacy Officer
Mailing Address:	6625 W 75th Street, Suite 220, Bloomington, MN 55439
eMail Address:	privacy@renaissance.com
Telephone:	(800) 338-4204

DIVISION: The designated representative for this Agreement for **Division** is:

Division Name:	Loudoun County Public Schools
Contact Name:	Andrea L. Philyaw
Contact Title:	Director of Procurement and Risk Management
Mailing Address:	21000 Education Court, Ashburn, VA 20148
eMail Address:	Andrea.Philyaw@lcps.org
Telephone:	571-252-1270

- b. Notification of Acceptance of General Offer of Terms.** Upon execution of **Exhibit “E” General Offer of Privacy Terms to other Subscribing Divisions** Provider and Subscribing Division shall provide notice of such acceptance in writing and give by personal delivery or email 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 the notice of acceptance of the general offer of privacy terms is named, indicating title and contact information below.

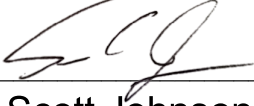
Division Name:	Loudoun County Public Schools
Contact Name:	Andrea L. Philyaw
Contact Title:	Director of Procurement and Risk Management
Mailing Address:	21000 Education Court, Ashburn, VA 20148
eMail Address:	Andrea.Philyaw@lcps.org
Telephone:	571-252-1270


[Signature Page Follows]

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SIGNATURES:

IN WITNESS WHEREOF, the below authorized representatives of the Parties have executed this Virginia School Data Privacy Agreement as of the last day noted below.

PROVIDER: **Renaissance Learning, Inc.**
Authorized Signature: 
Type or Print Name: Scott Johnson
Title/Position: Dir. Information Security
Date: 8/28/2020

DIVISION: **Loudoun County Public Schools**
Authorized Signature: 
Type or Print Name: Andrea L. Philyaw
Title/Position: Director of Procurement & Risk Management Services
Date: 09/10/2020

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EXHIBIT “C” DEFINITIONS

1. **Data Breach** means an event in which Division Data is exposed to unauthorized disclosure, access, alteration or use.
2. **Division Data** includes all business, employment, operational and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by Division on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and student, employee, and personnel data, user generated content and metadata but specifically excludes Provider Data (as defined in the Contract).
3. **De-Identifiable Information (DII):** De-Identification refers to the process by which Provider removes or obscures any Personally Identifiable Information (“PII”) from student or employee records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them. Anonymization or de-identification should follow guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NIST Special Publication (SP) 8053 De-Identification of Personally Identifiable Information. Provider’s specific steps to de-identify the data will depend on the circumstances but should be appropriate to protect Division students or employees. Some potential disclosure limitation methods are blurring, masking, and perturbation. De-identification should ensure that any information when put together cannot indirectly identify the student or employee, not only from the viewpoint of the public, but also from the vantage of those who are familiar with the individual. Information cannot be de-identified if there are fewer than ten (10) students in the samples of a particular field or category, i.e., ten (10) students in a particular grade or less than ten (10) students with a particular disability.
4. **Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student or employee to a reasonable certainty.
5. **Personally Identifiable Information (PII):** The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, employee/staff data, parent 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 Division or its users, students, or students’ parents/guardians, including “directory information” as defined by §22.1-287.1 of the Code of Virginia“. PII includes, without limitation, at least the following:
 - Student and Parent or Employee First, Middle and Last Name
 - Student and Parent or Employee Telephone Number(s)
 - Discipline Records
 - Special Education Data
 - Grades or Scores
 - Criminal Records
 - Health Records
 - Biometric Information
 - Socioeconomic Information
 - Political Affiliations
 - Text Messages
 - Student Identifier Photos
 - Videos

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EXHIBIT “C” DEFINITIONS

- Grade
 - Subject
 - Home Address
 - Email Address
 - Test Results
 - Juvenile Dependency Records Evaluations
 - Medical Records
 - Social Security Number
 - Disabilities
 - Food Purchases
 - Religious Information Documents
 - Search Activity
 - Voice Recordings
 - Date of Birth
 - Classes
 - Information in the Student’s Educational Record
 - Information in the Student’s or Employee’s Email
6. **Provider:** For purposes of the DPA, 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 or Division Data.
7. **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, art work, photographs, videos, and account information that enables ongoing ownership of pupil content.
8. **Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by Division 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 Division employee.
9. **Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards of Technology (NIST) SP 800-88r1 guidelines relevant to data categorized as high security.
10. **School Official:** For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records. The definition of “school official” encompasses the definition of “authorized school personnel” under 603 CMR 23.02.
11. **Student Data:** Student Data includes any data, whether gathered by Provider or provided by Division 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,

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EXHIBIT “C” DEFINITIONS

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 Agreement, and for the purposes of Virginia and Federal laws and regulations. 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. Anonymization or de-identification should include guidance equivalent to that provided by U.S Department of Education publication “Data De-identification: An Overview of Basic Terms” or NIST Special Publication (SP) 8053 De-Identification of Personally Identifiable Information.

- 12. Student or Division Generated Content:** Alternatively known as user-created content (UCC), is any form of content, such as images, videos, text and audio, that have been created and posted by student or Division users on online platforms.
- 13. Subscribing Division:** A Division or other Local Educational Agency (LEA) that was not party to the original Services Agreement and who accepts Provider’s General Offer of Data Privacy Terms.
- 14. Subprocessor:** For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than Division 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.
- 15. Third Party:** The term “Third Party” means an entity that is not Provider or Division.

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EXHIBIT "D"

DIRECTIVE FOR PROVIDER DISPOSITION OF DIVISION DATA

Loudoun County Public Schools/Loudoun County School Board, also known as Division, directs Provider, also known as Renaissance Learning, Inc., to dispose of Division Data obtained by Provider pursuant to the terms of the DPA between Division and Provider. The terms of Provider's Disposition are set forth below:

1. Status of Disposition

- Disposition is Complete. Disposition extends to all categories of Division Data.
- Disposition is Partial. The categories of Division Data to be disposed of are set forth below or are found in an attachment to this Directive:

List categories of data: all categories of data except DII.

2. Nature of Disposition

- Disposition shall be by destruction or deletion of Division Data.
- Disposition shall be by a transfer of Division Data. The Division Data shall be transferred to the following site:

Insert or attach special instructions.

3. Timing of Disposition

Division Data shall be disposed of by the following date:


- As soon as commercially practicable
- By (Insert Date) _____

4. Division Authorized Representative

Signature: _____ Date: _____

Printed Name: _____ Title/Position: _____

5. Provider Authorized Representative for Verifying Disposition of Division Data

Signature:  _____ Date: _____

Printed Name: Scott Johnson Title/Position: Dir. Information Security

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EXHIBIT "E" OPTIONAL

GENERAL OFFER OF DATA PRIVACY TERMS TO OTHER SUBSCRIBING DIVISIONS

1. PROVIDER Offer of Terms

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

PROVIDER AUTHORIZED REPRESENTATIVE

Provider Signature:  Date: 8/28/2020

Provider Name:	Renaissance Learning, Inc.
Contact Name & Title:	Contract Administrator
Mailing Address:	PO Box 8036, Wisconsin Rapids, WI 54495
eMail Address:	contracts@renaissance.com
Telephone:	(800) 338-4204

2. SUBSCRIBING DIVISION Acceptance of Terms

Subscribing Division (other Local Educational Agency), by signing a separate Service Agreement with Provider, and by its signature below, accepts this General Offer of Privacy Terms. Subscribing Division and Provider shall therefore be bound by the same terms of this DPA.

SUBSCRIBING DIVISION AUTHORIZED REPRESENTATIVE

Subscribing Division Signature: _____ Date: _____

Subscribing Division Name:
Contact Name & Title:
Mailing Address:
eMail Address:
Telephone:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "E" OPTIONAL

GENERAL OFFER OF DATA PRIVACY TERMS TO OTHER SUBSCRIBING DIVISIONS

To accept the original Division and Provider "General Offer", the Subscribing Division must deliver this signed Exhibit "E" to the person and email address listed below:

LOUDOUN COUNTY PUBLIC SCHOOLS/LOUDOUN COUNTY SCHOOL BOARD

Contact Name:	Andrea L. Philyaw
Contact Title:	Director of Procurement and Risk Management
Mailing Address:	21000 Education Court, Ashburn, VA 20148
eMail Address:	Andrea.Philyaw@lcps.org
Telephone:	571-252-1270

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
EXHIBIT "A"
DESCRIPTION OF TECHNOLOGY PRODUCTS AND SERVICES

Provider shall insert a detailed description of their products and services here. If more than one product or service is included, list each product or service here. **This DPA shall apply with respect to any and all Technology services between Provider and LCPS.**

Provider Name:

1.
2.
3.
4.
5.
6.
7.

This DPA shall apply with respect to any and all Technology services between Provider and LCPS.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA USED, STORED, OR COLLECTED BY PROVIDER'S SYSTEM

Provider Name:

Category and Elements of Student or Employee Data Used by Provider's System	Check if used by your system
1. Application Technology Meta Data: IP addresses of users, use of cookies, etc.? <ul style="list-style-type: none">• Other application technology meta data? Describe below:	
2. Application Use Statistics <ul style="list-style-type: none">• Meta data on user interaction with application?	
3. Assessment <ul style="list-style-type: none">• Standardized test scores?• Observation data?• Other assessment data? If yes, specify:	
4. Attendance <ul style="list-style-type: none">• Student school (daily) attendance data?• Student class attendance data?	
5. Communications <ul style="list-style-type: none">• Online communications that are captured (emails, log entries, etc.)?	
6. Conduct <ul style="list-style-type: none">• Conduct or behavioral data?	
7. Demographics of Students or Employees <ul style="list-style-type: none">• Date of Birth?• Place of Birth?• Gender?• Ethnicity or race?• Language information (native, preferred or primary language spoken by student)?• Other demographic information? Please specify:	

This DPA shall apply with respect to any and all Technology services between Provider and LCPS.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "B"

SCHEDULE OF DATA USED, STORED, OR COLLECTED BY PROVIDER'S SYSTEM

Category and Elements of Student or Employee Data Used by Provider's System	Check if used by your system
8. Enrollment:	
<ul style="list-style-type: none"> • Student school enrollment? 	
<ul style="list-style-type: none"> • Student grade level? 	
<ul style="list-style-type: none"> • Homeroom? 	
<ul style="list-style-type: none"> • Guidance counselor? 	
<ul style="list-style-type: none"> • Specific curriculum programs? 	
<ul style="list-style-type: none"> • Year of Graduation? 	
<ul style="list-style-type: none"> • Other enrollment information? Please specify: 	
9. Parent/Guardian and/or Employee Contact information:	
<ul style="list-style-type: none"> • Parent/Guardian or Employee Name-First and/or Last? 	
<ul style="list-style-type: none"> • Address? 	
<ul style="list-style-type: none"> • Email Address? 	
<ul style="list-style-type: none"> • Phone #? 	
<ul style="list-style-type: none"> • Parent ID Number (created to link parents to students)? 	
<ul style="list-style-type: none"> • Employee ID Number? 	
10. Schedule:	
<ul style="list-style-type: none"> • Student Scheduled Courses? 	
<ul style="list-style-type: none"> • Teachers Names? 	
11. Special Indicators:	
<ul style="list-style-type: none"> • English language learner information? 	
<ul style="list-style-type: none"> • Low Income Status? 	
<ul style="list-style-type: none"> • Medical Alerts/health data? 	
<ul style="list-style-type: none"> • Student or Employee Disability information? 	
<ul style="list-style-type: none"> • Specialized education services (IEP or 504)? 	
<ul style="list-style-type: none"> • Living situations (homeless/foster care)? 	
<ul style="list-style-type: none"> • Other indicator information? Please specify: 	
12. Student Contact Information:	
<ul style="list-style-type: none"> • Student Name? 	
<ul style="list-style-type: none"> • Student Address? 	
<ul style="list-style-type: none"> • Student Email Address? 	
<ul style="list-style-type: none"> • Student Phone #? 	
13. Student in App Performance:	
<ul style="list-style-type: none"> • Program/application performance (example: typing program-student types 60 words per minute, reading program-student reads below grade level?) 	

RENAISSANCE

Data Elements:

Collected by Assessment Products



Data Category	Data Elements	Star Assessments	Star Early Literacy	myIGDIs
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Required	Required	
	Other application technology metadata	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required
Assessment	Standardized test scores	Optional		
	Observation data	Optional (Star CBM-US Only)		Required
	Testing Environment	Required (US) Optional (UK)	Required (US) Optional (UK)	
	Voice Recordings	Optional (Star CBM-US Only)		
	Other Assessment Data	Optional (Star CBM-US Only)		
Attendance	Student school (daily) attendance data			
	Student class attendance data			Optional
Communication	Online communications that are captured (emails, blog entries)			

Data Category	Data Elements	Star Assessments	Star Early Literacy	myIGDIs
Demographics	Conduct or behavioral data			
	Date of Birth	Optional	Required	Required
	Place of Birth			
	Gender	Optional	Optional	Required
	Ethnicity or race	Optional	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional	Optional
	Living situations (homeless/foster care)	Optional	Optional	
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional
	Other indicator information			
Enrollment	Student school enrollment	Required	Required	Required
	Student grade level	Required	Required	Optional
	Homeroom			Required
	Guidance counselor			
	Specific curriculum programs			
	Year of graduation			
	Other enrollment information			
Parent/Guardian Information	Address			
	Email	Optional	Optional	
	Phone			
	First and/or Last			
Schedule	Student scheduled courses	Required	Required	
	Teacher names	Required	Required	Required
	Teacher emails	Required	Required	Required

Data Category	Data Elements	Star Assessments	Star Early Literacy	myIGDIs
Special Indicator	English language learner information	Optional	Optional	Optional
	Low income status - SES Free and Reduced	Optional	Optional	Optional
	Medical alerts/health data			
	Student disability information	Optional	Optional	Optional
	Student Technology Needs: Assistive Technology & Accommodations	Star Math (Optional - US Only) Star Reading (Optional - US Only) Star Reading K12 SEL (Optional - US Only)		
Student Contact Information	Address			
	Email			
	Phone			
Student Identifiers	Local (School district) ID number	Optional	Optional	Required
	Vendor/App assigned student ID number	Required	Required	Required
	Student app username	Required	Required	
	Student app passwords encrypted only for SSO	Required	Required	
	First and/or Last	Required	Required	Required
Student In App Performance	Program / application performance (assessment performance)	Required	Required	Required

Data Category	Data Elements	Star Assessments	Star Early Literacy	myIGDIs
Student Survey Responses	Student responses to surveys or questionnaires	Required	Required	Required
Student Work	Student generated content; writing, pictures etc.			
	Other student work data			
Transcript	Student course grades			
	Student course data			
	Student course grades/performance scores			
	Other transcript data			
Transportation	Other transportation data			

RENAISSANCE

Data Elements:

Collected by **Data & Connections Products**



Data Category	Data Elements	Schoolzilla	Schoolzilla Starter
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Required	Required
	Other application technology metadata	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required
Assessment	Standardized test scores	Optional	
	Observation data	Optional	
	Testing Environment		
	Voice Recordings		
	Other Assessment Data	Optional	
Attendance	Student school (daily) attendance data	Optional	
	Student class attendance data	Optional	
Communication	Online communications that are captured (emails, blog entries)		

Data Category	Data Elements	Schoolzilla	Schoolzilla Starter
Demographics	Conduct or behavioral data	Optional	
	Date of Birth	Optional	Optional
	Place of Birth	Optional	
	Gender	Optional	Optional
	Ethnicity or race	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional
	Living situations (homeless/foster care)	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Optional
	Other indicator information	Optional	
Enrollment	Student school enrollment	Required	Required
	Student grade level	Required	Required
	Homeroom	Optional	
	Guidance counselor	Optional	
	Specific curriculum programs	Optional	
	Year of graduation	Optional	
	Other enrollment information		
Parent/Guardian Information	Address	Optional	
	Email	Optional	Optional
	Phone	Optional	
	First and/or Last	Optional	
Schedule	Student scheduled courses	Optional	Required
	Teacher names	Optional	Required
	Teacher emails	Optional	Required

Data Category	Data Elements	Schoolzilla	Schoolzilla Starter
Special Indicator	English language learner information	Optional	Optional
	Low income status - SES Free and Reduced	Optional	Optional
	Medical alerts/health data		
	Student disability information	Optional	Optional
Student Contact Information	Address	Optional	
	Email	Optional	
	Phone	Optional	
Student Identifiers	Local (School district) ID number	Required	Optional
	Vendor/App assigned student ID number	Required	Required
	Student app username	Optional	
	Student app passwords encrypted only for SSO		Required
	First and/or Last	Required	Required
Student In App Performance	Program / application performance (typing program- student types 60 wpm, reading program-student reads below grade level)		
Student Survey Responses	Student responses to surveys or questionnaires		
Student Work	Student generated content; writing, pictures etc.		
	Other student work data		
Transcript	Student course grades	Optional	
	Student course data	Optional	
	Student course grades/performance scores	Optional	
	Other transcript data	Optional	

Data Category	Data Elements	Schoolzilla	Schoolzilla Starter
Transportation	Other transportation data		

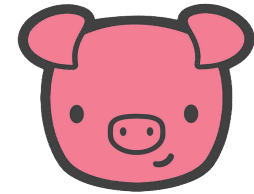
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Data Elements:

Collected by **Practice & Instruction Products**

RENAISSANCE
Accelerated Reader

RENAISSANCE
myON



Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Application Technology Metadata	IP Addresses of users, use of cookies, etc.	Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required
Assessment	Standardized test scores				Optional	
	Observation data					
	Testing Environment					
	Voice Recordings			Optional		Optional
	Other Assessment Data			Optional	Optional	
Attendance	Student school (daily) attendance data					
	Student class attendance data					

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Communication	Online communications that are captured (emails, blog entries)			Optional		
Demographics	Conduct or behavioral data					
	Date of Birth	Optional (US) Required (UK)	Optional			
	Place of Birth					
	Gender	Optional	Optional			
	Ethnicity or race	Optional	Optional			
	Specialized education services (IEP or 504)	Optional	Optional			
	Living situations (homeless/foster care)	Optional	Optional			
	Language information (native, preferred or primary language spoken by student)	Optional	Optional		Required	Optional
Other indicator information						

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Enrollment	Student school enrollment	Required	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required	Required
	Homeroom					Required
	Guidance counselor					
	Specific curriculum programs					
	Year of graduation					
	Other enrollment information					
Parent/Guardian Information	Address					
	Email	Optional	Optional			Optional
	Phone					
	First and/or Last	Optional				
Schedule	Student scheduled courses	Required	Required			Required
	Teacher names	Required	Required	Required	Required	Required
	Teacher emails	Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional			
	Low income status - SES Free and Reduced	Optional	Optional			
	Medical alerts/health data					
	Student disability information	Optional	Optional			

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Student Contact Information	Address					
	Email					
	Phone					
Student Identifiers	Local (School district) ID number	Optional	Optional	Required	Optional	Optional
	Vendor/App assigned student ID number	Required	Required	Required		Required
	Student app username	Required	Required	Required		Required
	Student app passwords encrypted only for SSO	Required	Required	Required	Optional	Required
	First and/or Last	Required	Required	Required	Required	Required
Student In App Performance	Program / application performance (practice performance)	Required	Required	Required	Required	Required
Student Survey Responses	Student responses to surveys or questionnaires	Required	Required	Optional	Required	

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Student Work	Student generated content; writing, pictures etc.			Optional	Optional	
	Other student work data					
Transcript	Student course grades					
	Student course data					
	Student course grades/performance scores					
	Other transcript data					
Transportation	Other transportation data					

RENAISSANCE
Accelerated Reader

