

JUST RIGHT READER, INC. STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between: [Freedom Prep Academy], located at [1190 W. 900 N. Provo, UT 84604] (the “**Local Education Agency**” or “**DISTRICT**”) and [Just Right Reader, Inc.], located at [367 14th Ave San Francisco, CA 94118] (the “**Provider**”).

WHEREAS, the Provider is providing decodable books to DISTRICT.

WHEREAS, the Provider and DISTRICT recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations.

WHEREAS, the Provider and DISTRICT desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by DISTRICT to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. In the event of a conflict between the DPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, the terms of this DPA shall control.
3. This DPA shall stay in effect for three years.
4. The services to be provided by Provider to DISTRICT pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).

Notices. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the DISTRICT for this DPA is:

Name: Rochelle Zibetti Title: Library, Media Specialist

Address: 1190 W. 900 N. Provo, UT 84604

Phone: 801-437-3100 Email: rzibetti@freedomprep.net

The designated representative for the Provider for this DPA is:

Name: Stacey Stallings Title: Director, Customer Success

Address: 367 14th Ave San Francisco, CA 94118

Phone: 1-877-415-7323 Email: stacey@justrightreader.com

IN WITNESS WHEREOF, DISTRICT and Provider execute this DPA as of the Effective Date.

DISTRICT [Freedom Prep Academy]

By: *Rzibetti* Date: 1 February 2024

Printed Name: Rochelle Zibetti Title/Position: Library, Media Specialist

Provider [Just Right Reader, INC.]

By: *Stacey Stallings* Date: 8/25/2023

Printed Name: Stacey Stallings Title/Position: Director, Customer Success

STANDARD CLAUSES

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 providing these products, the Provider shall be considered a School Official with a legitimate educational interest, and providing products otherwise provided by the DISTRICT. Provider shall be under the direct control and supervision of the DISTRICT, with respect to its use of Student Data.
2. **Student Data to Be Provided.** In order to provide the products described above, DISTRICT shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of DISTRICT.** All Student Data transmitted to the Provider is and will continue to be the property of and under the control of the DISTRICT. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, 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 shall remain the exclusive property of the DISTRICT. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the DISTRICT as it pertains to the use of Student Data, notwithstanding the above.

ARTICLE III: DUTIES OF DISTRICT

1. **Provide Data in Compliance with Applicable Laws.** DISTRICT shall provide Student Data for the purposes of obtaining the Products in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply 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.
2. **Authorized Use.** The Student Data shared including persistent unique identifiers, shall be used for no purpose other than the to provide Products outlined in "**Exhibit A**" or stated in the Contractual Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Disposition of Data.** Upon written request from the DISTRICT, Provider shall dispose of or provide a mechanism for the DISTRICT to transfer Student Data 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 DISTRICT is received, Provider shall dispose of all Student Data after providing the DISTRICT with reasonable prior notice.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Student Data shall be stored within the United States. Upon request of the DISTRICT, Provider will provide a list of the locations where Student Data is stored.
2. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security.
3. **Data Breach.** In the event of an unauthorized reDistrictse, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to DISTRICT within seventy-two (72) hours of confirmation of the incident. In such an event, notification shall be made within a reasonable time after the incident.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of “General Offer of Privacy Terms” (General Offer, attached hereto as **Exhibit “D”**), be bound by the terms of **Exhibit “D”** to any other DISTRICT who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent.
2. **Effect of Termination Survival.** If this agreement is terminated, the Provider shall destroy all of DISTRICT’s Student Data.
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.
4. **Authority.** Each party 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.

EXHIBIT "A" DESCRIPTION OF PRODUCTS & SERVICES

Just Right Reader, Inc. (the Provider) shall provide customized sets of decodable books based on student reading data in order to support student success in literacy and foundational skills in reading. The student data (student name, reading data, classroom, teacher, and grade) shall be utilized to create customized sets of books for each student.

PRODUCTS INCLUDE:

Classroom Libraries
Take Home Decodables
Decodable Books

SERVICES INCLUDE:

Sythesizing Student Reading Data to curate sets of Take-Home Decodables

EXHIBIT "B" SCHEDULE OF DATA

Category of Data	Elements
Student Name	Full Student Name & Preferred Name
Reading Data	1-2 Years of Reading Data to Identify Phonics Skill Level
Classroom & Teacher	Room # and Teacher First & Last Name
Grade	Grade Level (If students will receive products during the summer months anticipated grade level for the following school year will be requested, especially in instances in which students may repeat grades)
Other	Data related to student learning disabilities, IEP data, and other relevant accommodations. Other supporting data specific to the school or classroom that will assist Just Right Reader in curating the most relevant sets of Decodables.

EXHIBIT "C"
DIRECTIVE FOR DISPOSITION OF DATA

[Insert DISTRICT Name] Freedom Prep Academy

Provider to dispose of data obtained by Provider between DISTRICT and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

 Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive: student name, reading data, classroom, teacher, and grade level.

Yes. Disposition extends to all categories of data.

2. Nature of Disposition

Yes. Disposition shall be by destruction or deletion of data.

 Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

 As soon as commercially practicable.

 By **[Date]** 7 days after the contract expires

4. Signature

R. Zibetti
Authorized Representative of DISTRICT

1 February 2024
Date

5. Verification of Disposition of Data

Stacey Stallings
Authorized Representative of Company

8/25/2023
Date

EXHIBIT "D"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and [Freedom Prep Academy] ("DISTRICT") which is dated [1 February 2024], 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.

_____.

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____