

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

This Virginia School Data Privacy Agreement (“DPA”) is entered into by and between Wythe County Public Schools/Wythe County School Board (hereinafter referred to as “Division”) and IXL Learning, Inc. (hereinafter referred to as “Provider”) on this date, October 22, 2019.
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 the WCPS AMENDMENT and the IXL Learning Terms of Service and one or more quote(s) and/or sales contract(s) 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 may also be 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.

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 (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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

2. Nature of Services Provided. This DPA shall apply with respect to any and all service agreements between Provider and WCPS. 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.

The IXL Service, pursuant to the IXL terms of service (www.ixl.com/termsofservice) and IXL privacy policy (www.ixl.com/privacypolicy).

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 Student Data described or as indicated in the Exhibit "B" Schedule of Data Used, Stored, or Collected by Provider's System:

Please see attached rostering spreadsheet. The District has the option of providing as much or little of the information on the rostering spreadsheet as deemed necessary by the District. The IXL Service may be used on a pseudonymous basis.

4. DPA Definitions. The definitions of terms used in this DPA are found in Exhibit "C" Definitions. In the event of a conflict, definitions in this DPA shall apply to this DPA.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Division Data Property of Division.** As between the parties, 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 Student Data to a separate account at the written direction of the Division.
- 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

3. **Separate Account**. Provider shall, at the request of Division, transfer Student Generated Content to a separate student account (to be paid for separately by the student) 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,

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 five (5) students in the samples of a particular field or category of information collected, *i.e.*, five students in a particular grade, five students of a particular race, or five students with a particular disability. Provider agrees not to attempt to re-identify de-identified Division Data.

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 upon written request or according to Provider's then current retention policies and procedures.
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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

ARTICLE V: DATA PROVISIONS

1. **Data Security.** Provider agrees to abide by and maintain adequate data security measures, as outlined in IXL ___ Information Security Policies and Procedures which is attached hereto , to protect Student 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.
 - b. **Security Protocols.** Both Parties agree to maintain security protocols in the collection, storage or transmission of any data, including taking steps so 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.
 - 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 a summary of 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.
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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

- c. immediately take action to prevent further unauthorized 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 regarding a breach unless expressly requested by Division or required by applicable law. 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 to the extent such notifications are required by applicable law.
- g. Provider shall carry commercial general liability and cyber/technology professional liability insurance.

ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

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**

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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,

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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: IXL Learning, Inc.
Contact Name: IXL Contracts Administrator Team
Contact Title:
Mailing Address:
eMail Address: legalnotices@ixl.com
Telephone:

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

Division Name: Wythe County Public Schools
Contact Name: Russell Street
Contact Title: Director of Technology
Mailing Address: 1570 West Reservoir Street
eMail Address: russell.street@wythek12.org
Telephone: 276-228-5411

b.

[Signature Page Follows]

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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:

Authorized Signature: Paul Mishkin

Type or Print Name: Paul Mishkin

Title/Position: CEO

Date: 10/22/2019

DIVISION:

Authorized Signature: R Street

Type or Print Name: Russell Street

Title/Position: Director of Technology

Date: 10-23-19

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT
EXHIBIT "A"

DESCRIPTION OF PRODUCTS AND SERVICES

<https://www.ixl.com/>

The IXL Service, pursuant to the IXL terms of service (www.ixl.com/termsofservice) and IXL privacy policy (www.ixl.com/privacypolicy).

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

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 Student Data, Pupil Data, and Personally Identifiable Information that Division provides to Provider and that is not intentionally made generally available by Division on public websites or publications.
3. **De-Identifiable Information (DI):** 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 twenty (20) students in the samples of a particular field or category, i.e., twenty (20) students in a particular grade or less than twenty (20) 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 be as defined in FERPA, 34 CFR 99.3:
The term includes, but is not limited to -
 - (a) The student's name;
 - (b) The name of the student's parent or other family members;
 - (c) The address of the student or student's family;
 - (d) A personal identifier, such as the student's social security number, student number, or biometric record;
 - (e) Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - (f) Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - (g) Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates
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:** Defined as education records as defined in FERPA, 34 CFR 99.3:

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "C" DEFINITIONS

9. **Securely Destroy:** Securely Destroy means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable.
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 means Pupil Records. Student Data as specified in Exhibit B is confirmed to be collected or processed by Provider pursuant to the Services. Pupil Data and 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 be consistent with 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.

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

EXHIBIT "D"

DIRECTIVE FOR PROVIDER DISPOSITION OF DIVISION DATA

Wythe County Public Schools/Wythe County School Board, also known as Division, directs Provider, also known as _____, 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:

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: _____ Title/Position: _____

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT

VIRGINIA SCHOOL DATA PRIVACY AGREEMENT