EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA.

The Provider shall act on Exhibit "D" from the designated representative of the LEA or their designee (Preamble or Exhibit "E" for Subscribing LEA).

Guntersville City Schools ("LEA") instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. **Extent of Disposition**
   - [ ] Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:
     Insert categories of Student Data here
   - [x] Disposition is complete. Disposition extends to all Student Data.

2. **Nature of Disposition**
   - [x] Disposition shall be by destruction or deletion of Student Data.
   - [ ] Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:
     Insert of attach special instructions

3. **Timing of Disposition**
   Student Data shall be disposed of by the following date:
   - [x] As soon as commercially practicable
   - [ ] On Provider's standard destruction schedule
   - [ ] By Insert Date

4. **De-Identified Data**
   - [ ] The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.
     As of Enter Date

5. **Other:**

Signature(s)   **Notice of Verified Disposition of Data**

_____   _____   _____   _____
Authorized Representative of   Date   Authorized Representative of   Date
LEA   Provider

EXHIBIT E: GENERAL OFFERS OF TERMS

Page 1 of 2: OFFER OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms ("General Offer") that they are bound by the same terms as the DPA between Provider and **Guntersville City Schools** ("**Originating LEA**") dated _ _____.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA's use of the Provider's Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit "A" or Exhibit "B" in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum's existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit "B", the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address:
_corporate@varsitytutors.com

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

RESOURCE NAME(S):

˪ Christopher Swenson	˩
[	]
[	]
[	]

PROVIDER: [Varsity Tutors for Schools LLC   ]

Signed By: *Christopher C Swenson*   Date: 09 / 12 / 2024

Printed Name: Christopher C Swenson   Title/Position: Chief Legal Officer