

## Virginia

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: Suffolk Public Schools (the “Local Education Agency” or “LEA”) and ExploreLearning, LLC (the “Provider”).

**WHEREAS**, the Provider is providing educational or digital services to LEA.

**WHEREAS**, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Virginia. Specifically, those laws are Code of Virginia § 22.1-289.01 and Virginia Code § 2.2-5514(c); and

**WHEREAS**, the Provider and LEA 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, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-MO-NH-NY-RI-VT-NDPA, Standard Version 1.0** Data Privacy Agreement between the Provider and **Lexington Public Schools** (“Originating LEA”) which is dated **3/29/24** (“Originating DPA”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA:
  - a. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
  - b. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
  - c. In Article V, Section 1 Data Storage: Virginia does not require data to be stored within the United States.
  - d. In Article V, Section 4, add: In order to ensure the LEA’s ability to comply with its reporting requirements under Virginia Code § 2.2-5514(c), Provider shall provide initial notification to the LEA as soon as reasonably practical, and at a minimum within twenty-four (24) hours, where the Provider reasonably expects or confirms Student Data may have been disclosed in a data breach.