

employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and redisclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Flipgrid Terms of Use available at [Flipgrid - Terms of Use](#).

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA 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, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the 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.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

**Subscribing LEA:** An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider, other than Provider, of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes.

## **EXHIBIT "E"**

### **GENERAL OFFER OF PRIVACY TERMS**

#### **1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and [Winfield School District 34], ("Originating LEA") which is dated [April 20,2021], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") by providing the requested information below, signing below and emailing a signed copy of this Exhibit E to Flipgrid at [FGExSub@microsoft.com](mailto:FGExSub@microsoft.com).

The LEA Issued Educator Email Address for Subscribing LEA will be any email address using the following

domain(s) and naming conventions, as applicable: [ @winfield34.org].

The LEA Issued Student Email Address for Subscribing LEA will be any email address using the following domain(s) and naming conventions, as applicable: [ @students.winfield34.org]

The LEA Admin Account for Subscribing LEA will be the following email address and any Flipgrid account created using the same: [winfield34manager@winfield34.org]

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. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. In addition to any termination provision in the DPA, the 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 Service provided under the Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: FGExSub@microsoft.com.

PROVIDER: Flipgrid

BY: Deb McFadden

Date: April 27, 2021

Printed Name: Deb McFadden

Title/Position: Head of Trust & Safety

**2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the

and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\***

Subs

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LEA:

BY:

Adam Powell

Date: 6-15-21

Printed Name: Adam Powell

Title/Position: Director of Technology

SCHOOL DISTRICT NAME: Farmington Central CUSD #265

DESIGNATED REPRESENTATIVE OF LEA:

Name: Adam Powell

Title: Director of Technology

Address: 212 N Lightfoot Rd

Telephone Number: 309-245-1000

Email: apowell@dist265.com