

# STANDARD STUDENT DATA PRIVACY AGREEMENT

OR-NDPA-V1

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**AGREEMENT TYPE**

Dayton School District

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**LEA**

**and**

Renaissance Learning, Inc.

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**Provider**

5/10/2023

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**Date**

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:

[ Dayton School District ], located at [ 780 Ferry St., Dayton, OR, 97114 ] (the “Local Education Agency” or “LEA”) and [ Renaissance Learning, Inc. ], located at [ 2911 Peach St, Wisconsin Rapids, WI 54494 ] (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 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, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.

If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**

If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC 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, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).

6. **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 LEA for this DPA is:

Name: John Bixler Title: Director of Technology

Address: 780 Ferry St., Dayton, OR 97114

Phone: 503-864-2215 Email: john.bixler@dayton.k12.or.us

The designated representative for the Provider for this DPA is:

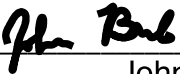
Name: Bob Stasio Title: Chief Information and Security Officer

Address: 2911 Peach Street, Wisconsin Rapids, WI 54494

Phone: (800) 338-4204 Email: informationsecurity@renaissance.com


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

LEA [ Dayton School District ]

By:  Date: 5/10/2023  
John Bixler Director of Technology

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Provider [ Renaissance Learning, Inc. ]

By:  Date: 5/17/2023

Printed Name: Scott Johnson Title/Position: Director, Information Security

## **STANDARD CLAUSES**

Version 1.0

### **ARTICLE I: PURPOSE AND SCOPE**

- 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 performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

- Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. 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 per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **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 pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, 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 LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **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. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, 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 LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

## **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 "E"**), be bound by the terms of **Exhibit "E"** to any other LEA 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 so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
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. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. 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. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.



5. **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.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, 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 THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **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 In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **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.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

As a global leader in assessment, reading, and math solutions for pre-K-12 schools and districts, Renaissance is committed to providing educators with insights and resources to accelerate growth and help all students build a strong foundation for success. Renaissance solutions are used in over one-third of US schools and in more than 90 countries worldwide. The Renaissance portfolio includes Star Assessments, for reliable, accurate insights into K-12 student learning; myIGDIs, for accurate assessment of early learning; myON, to increase students' access to high-quality reading materials; Accelerated Reader, to support independent reading practice; Freckle, for teacher-led differentiated instruction; and Schoolzilla, to give educators actionable insights into trends in student attendance and achievement.

See Every Student.

## Categories of Data collected by Assessment Products:

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required		Required	Required	Required	Required
	Other application technology metadata		Required	Required	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required	Required	Required
Assessment	Standardized test scores	Optional			Optional		Optional	
	Observation data		Optional	Required	Optional	Optional	Optional (Star CBM-US Only)	
	Testing environment				Required		Required (US) Optional (UK)	Required (US) Optional (UK)
	Voice Recordings				Optional		Optional (Star CBM-US Only)	
	Other assessment data	Optional			Optional		Optional (Star CBM-US Only)	
Attendance	Student school (daily) attendance data	Optional						
	Student class attendance data	Optional		Optional				
Communication	Online communications that are captured (emails, blog entries)							

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Demographics	Conduct or behavioral data	Optional	Optional (SAEBRS & mySAEBRS)					
	Date of Birth	Required	Optional	Required	Required		Optional	Required
	Place of Birth	Optional						
	Gender	Required	Optional	Required	Optional		Optional	Optional
	Ethnicity or race	Optional	Optional	Optional	Optional		Optional	Optional
	Specialized education services (IEP or 504)	Optional	Optional	Optional	Optional		Optional	Optional
	Living situations (homeless/foster care)	Optional			Optional		Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Optional	Optional	Optional		Optional	Optional
	Other indicator information	Optional			Optional			
Enrollment	Student school enrollment	Required	Required	Required	Required	Required	Required	Required
	Student grade level	Required	Required	Optional	Required	Required	Required	Required
	Homeroom			Required				
	Guidance counselor							
	Specific curriculum programs	Optional						

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Enrollment	Year of graduation	Optional						
	Other enrollment information	Optional						
Parent/ Guardian Information	Address	Optional						
	Email	Optional			Required (For Parent Portal)		Optional	Optional
	Phone	Optional						
	First and/or Last	Optional			Required (For Parent Portal)			
Schedule	Student scheduled courses	Required			Required		Required	Required
	Teacher names	Required		Required	Required	Required	Required	Required
	Teacher emails	Optional		Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional	Optional	Optional	Optional	Optional	Optional
	Low income status- SES Free and Reduced	Optional	Optional	Optional	Optional		Optional	Optional
	Medical alerts/ health data	Optional						
	Student disability information	Optional	Optional	Optional	Optional		Optional	Optional
	Student technology needs: assistive technology & accommodations						Optional- US Only; Star Math; Star Reading; Star Reading K12	Optional

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy	
Student Contact Information	Address	Optional							
	Email	Optional							Required (for SSO)
	Phone	Optional							
Student Identifiers	Local (School district) ID number	Required	Optional	Required	Required	Required	Optional	Optional	
	Vendor/App assigned student ID number		Required	Required	Required		Required	Required	
	Student App username	Optional	Required		Required		Required	Required	
	Student app passwords encrypted only for SSO	Optional	Required		Optional		Required	Required	
	First and/or Last	Required	Required	Required	Required	Required	Required	Required	
Student In App Performance	Program/ Application performance (assessment performance)	Optional	Required	Required	Required	Required	Required	Required	
Student Survey Responses	Student responses to surveys or questionnaires	Optional		Required	Optional		Required	Required	
Student Work	Student generated content: writing, pictures, etc.	Optional			Optional				
	Other student work data				Optional				
Transcript	Student course grades	Optional							

Data Category	Data Elements	DnA	Fastbridge	myIGDIs	SchoolCity	StarPhonics	Star Assessment	Star Early Literacy
Transcript	Student course data	Optional						
	Student course grades/ performance scores	Optional						
	Other transcript data	Optional						
Transportation	Other transportation data							

## Categories of Data collected by Data & Connection Products:

Data Category	Data Elements	EduCLIMBER	eSchoolData	Schoolzilla	Schoolzilla Starter
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required
Assessment	Standardized test scores	Optional	Optional	Optional	
	Observation data	Optional	Optional	Optional	
	Testing environment				
	Voice Recordings				
	Other assessment data	Optional	Optional	Optional	
Attendance	Student school (daily) attendance data	Optional	Required	Optional	
	Student class attendance data	Optional	Required	Optional	
Communication	Online communications that are captured (emails, blog entries)		Optional		
Demographics	Conduct or behavioral data	Optional	Required	Optional	
	Date of Birth	Required	Required	Optional	Optional
	Place of Birth		Required	Optional	



Data Category	Data Elements	EduCLIMBER	eSchoolData	Schoolzilla	Schoolzilla Starter
Demographics	Gender	Required	Required	Optional	Optional
	Ethnicity or race	Required	Required	Optional	Optional
	Specialized education services (IEP or 504)	Optional	Required	Optional	Optional
	Living situations (homeless/foster care)	Optional	Required	Optional	Optional
	Language information (native, preferred or primary language spoken by student)	Optional	Required	Optional	Optional
	Other indicator information	Optional	Optional	Optional	
Enrollment	Student school enrollment	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required
	Homeroom	Required	Required	Optional	
	Guidance counselor	Optional	Required	Optional	
	Specific curriculum programs	Optional	Optional	Optional	
Enrollment	Year of graduation	Optional	Required	Optional	
	Other enrollment information		Required	Optional	
Parent/ Guardian Information	Address	Optional	Required	Optional	
	Email	Optional	Required	Optional	Optional
	Phone	Optional	Required	Optional	
	First and/or Last	Optional	Required	Optional	

Data Category	Data Elements	EduCLIMBER	eSchoolData	Schoolzilla	Schoolzilla Starter
Schedule	Student scheduled courses	Required	Required	Optional	Required
	Teacher names	Required	Required	Optional	Required
	Teacher emails	Optional	Required	Optional	Required
Special Indicator	English language learner information	Optional		Optional	Optional
	Low income status-SES Free and Reduced	Optional	Required	Optional	Optional
	Medical alerts/ health data		Optional		
	Student disability information	Optional	Required	Optional	Optional
	Student technology needs: assistive technology & accommodations				
Student Contact Information	Address	Optional	Required	Optional	
	Email	Optional	Optional	Optional	
	Phone	Optional	Optional	Optional	
Student Identifiers	Local (School district) ID number	Required	Required	Required	Optional
	Vendor/App assigned student ID number	Required	Required	Required	Required
	Student App username	Required	Required	Optional	
	Student app passwords encrypted only for SSO	Required	Required		Required
	First and/or Last	Required	Required	Required	Required

Data Category	Data Elements	EduCLIMBER	eSchoolData	Schoolzilla	Schoolzilla Starter
Student In App Performance	Program/ Application performance (assessment performance)	Optional	Optional		
Student Survey Responses	Student responses to surveys or questionnaires	Optional			
Student Work	Student generated content: writing, pictures, etc.	Optional	Optional		
	Other student work data	Optional	Optional		
Transcript	Student course grades	Optional	Required	Optional	
Transcript	Student course data	Required	Required	Optional	
	Student course grades/ performance scores	Optional	Required	Optional	
	Other transcript data			Optional	
Transportation	Other transportation data	Optional	Optional		

## Categories of Data collected by Practice & Instruction Products:

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Application Technology Metadata	IP addresses of users; Use of cookies, etc.	Required	Required	Required	Required	Required
	Other application technology metadata	Required	Required	Required	Required	Required
Application Use Statistics	Metadata on user interaction with application	Required	Required	Required	Required	Required
Assessment	Standardized test scores				Optional	
	Observation data					
	Testing environment					
	Voice Recordings			Optional		Optional
	Other assessment data			Optional	Optional	
Attendance	Student school (daily) attendance data					
	Student class attendance data					
Communication	Online communications that are captured (emails, blog entries)			Optional		
Demographics	Conduct or behavioral data					
	Date of Birth	Optional (US) Required (UK)	Optional			
	Place of Birth					

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Demographics	Gender	Optional	Optional			
	Ethnicity or race	Optional	Optional			
	Specialized education services (IEP or 504)	Optional	Optional			
	Living situations (homeless/foster care)	Optional	Optional			
	Language information (native, preferred or primary language spoken by student)	Optional	Optional		Required	Optional
	Other indicator information					
Enrollment	Student school enrollment	Required	Required	Required	Required	Required
	Student grade level	Required	Required	Required	Required	Required
	Homeroom					Required
	Guidance counselor					
	Specific curriculum programs					
Enrollment	Year of graduation					
	Other enrollment information					
Parent/ Guardian Information	Address					
	Email	Optional	Optional			Optional
	Phone					
	First and/or Last	Optional				

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo
Schedule	Student scheduled courses	Required	Required			Required
	Teacher names	Required	Required	Required	Required	Required
	Teacher emails	Required	Required	Required	Required	Required
Special Indicator	English language learner information	Optional	Optional			
	Low income status-SES Free and Reduced	Optional	Optional			
	Medical alerts/ health data					
	Student disability information	Optional	Optional			
	Student technology needs: assistive technology & accommodations					
Student Contact Information	Address					
	Email					
	Phone					
Student Identifiers	Local (School district) ID number	Optional	Optional	Required	Optional	Optional
	Vendor/App assigned student ID number	Required	Required	Required		Required
	Student App username	Required	Required	Required		Required
	Student app passwords encrypted only for SSO	Required	Required	Required		Required
	First and/or Last	Required	Required	Required	Required	Required

Data Category	Data Elements	Accelerated Reader	Accelerated Math	myON	Freckle	Lalilo	
Student In App Performance	Program/ Application performance (assessment performance)	Required	Required	Required	Required	Required	
Student Survey Responses	Student responses to surveys or questionnaires	Required	Required	Optional	Required		
Student Work	Student generated content: writing, pictures, etc.			Optional	Optional		
	Other student work data						
Transcript	Student course grades						
Transcript	Student course data						
	Student course grades/ performance scores						
	Other transcript data						
Transportation	Other transportation data						

## EXHIBIT "C" DEFINITIONS

**De-Identified Data and De-Identification:** Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

**Originating LEA:** An LEA who originally executes the DPA in its entirety with the Provider.

**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 Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA 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 Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or 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 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. However, for the purpose of this DPA, the term “Third Party” when used to indicate the provider of digital educational software or services is replaced by the term “Provider.”

**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

[Insert LEA Name] \_\_\_\_\_ Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA 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:

[Insert categories of data here] \_\_\_\_\_

\_\_\_\_\_ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

\_\_\_\_\_ 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:

[Insert or attach special instructions] \_\_\_\_\_

3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

\_\_\_\_\_ By [Insert Date] \_\_\_\_\_

4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Company

\_\_\_\_\_  
Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and [ Dayton School District ] ("Originating LEA") which is dated [ 5/17/2023 ], to any other LEA ("Subscribing LEA") 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. 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. 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 services and products listed in the originating 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: contracts@renaissance.com.

[ Renaissance Learning, Inc. ]

BY:  Date: 5/17/2023

Printed Name: Scott Johnson Title/Position: Director, Information Security

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

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT “F”  
DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks  
2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles\* (“Cybersecurity Frameworks”) that may be utilized by Provider .

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

## EXHIBIT “G”

### Supplemental SDPC State Terms for Oregon

#### Version 1.1

This Amendment for SDPC State Terms for Oregon (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between:

, located at  
(the “**Local Education Agency**” or “**LEA**”) and  
(the “**Provider**”), located at

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**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 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“**PPRA**”) at 20 U.S.C. § 1232h; and the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and


**WHEREAS**, the Provider will provide the services to LEA within the State of Oregon and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable Oregon laws and regulations, including SB 187 (2015), Oregon Student Information Protection Act (“**OSIPA**”), Or. Rev. Stat. § 646.607 – 646.652; Or. Rev. Stat. § 326.565, et seq. (Student Records); and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable Oregon state laws and regulations.

[SIGNATURES BELOW]


IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Dayton School District

By:  Date: 5/10/2023

Printed Name: John Bixler Title/Position: Director of Technology

Provider: Renaissance Learning, Inc.

By:  Date: 5/17/2023

Printed Name: Scott Johnson Title/Position: Director, Information Security

**EXHIBIT "H"**  
**Additional Terms or Modifications**  
Version \_\_\_\_\_

LEA and Provider agree to the following additional terms and modifications:

**Page 5, Article IV: Duties of Provider, Section 4. No Disclosure:** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to ~~aggregate summaries of~~ De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

**Page 6, Article IV: Duties of Provider, Section 5. De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer deidentified Student Data to any party unless ~~(a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.~~ Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

**Page 6, Article V: Data Provisions, Section 2. Audits:** No more than once a year, or following a confirmed unauthorized access, upon receipt of a written request from the LEA with at least ~~ten-thirty (1030)~~ business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

**Page 7, Article V: Data Provisions, Section 4. Data Breach:** In the event of ~~a~~ a confirmed unauthorized release, 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 LEA within ~~seventy-twenty~~ seventy-twenty (7230) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the reporting LEA subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- 
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
  - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.