

STANDARD STUDENT DATA PRIVACY AGREEMENT

AR-NDPA-V1

AGREEMENT TYPE

Lead Hill School District
LEA

and

SCDL
Provider

5/28/24
Date

- 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.
- 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in Exhibit "A" (the "Services").
- 4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
- 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.

- If checked, the Provider, has signed Exhibit "E" to the Standard Clauses, otherwise known as General Offer of Privacy Terms
- If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H". (Optional)
- If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.

2. Special Provisions. Check if Required

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.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

respective obligations and duties in order to comply with applicable laws and regulations.

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their regulations and

Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online and other regulated data exchanged between them as required by applicable laws and regulations, such as the

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information

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

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:

[Lead Hill School District], located at [Lead Hill, Ark]

(the "Local Education Agency" or "LEA") and [Spawford, MD], located at [State of MD], located at [State of MD], located at [State of MD] (the "Provider").

Printed Name: _____ Title/Position: _____

By: _____ Date: _____

Provider [_____]

Printed Name: _____ Title/Position: _____

By: _____ Date: _____

LEA [_____]

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

Phone: 417-269-0259 Email: noel@sadlino.com

Address: 1000 E Primrose St. #570 Springfield, MO 65801

Name: Noel Leif Title: Director

The designated representative for the Provider for this DPA is:

Phone: 870-430-0500 Email: rfarmer@leadhillschools.com

Address: 6966 Milum Rd, Lead Hill, AR 72644

Name: Robert Farmer Title: District IT Coordinator

The designated representative for the LEA for this DPA is:

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and ("Originating LEA") which is dated _____ 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 status; (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:

BY: _____
Date: _____
Printed Name: _____
Title/Position: _____

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. **

BY: *Shirley Jones* 5/29/24-RT
Date: 5-29-24
Printed Name: *Noel Leaf*
Title/Position: *Director*

SCHOOL DISTRICT NAME: *SDK Training Center*
lead K-12 Schools - RT 5/29/24

DESIGNATED REPRESENTATIVE OF LEA:

Name: *Shirley Farmer*
Title: *District IT Coordinator*
Address: *6916 Milum Dr, Lead Hill, AR 72644*
Telephone Number: *870-430-0546*
Email: *shirley@leadhillschools.net*