STUDENT DATA PRIVACY AGREEMENT

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 [SHERIDAN SCHOOL DISTRICT], located at [400 N ROCK ST SHERIDAN AR 72150] ("**School District**") and iCivics, Inc., located at 1035 Cambridge Street, Suite 21B, Cambridge, MA 02141 ("**Vendor**").

WHEREAS, Vendor is providing educational or digital services to School District.
WHEREAS, Vendor and School District recognize the need to protect personally identifiable student information exchanged between them as required by applicable laws and regulations, such as, to the extent applicable, 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), and applicable state privacy laws and regulations; and
WHEREAS, Vendor and School District 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 receipt and sufficiency of which are hereby acknowledged, School District and Vendor hereby agree as follows:

ARTICLE I
PURPOSE AND SCOPE

1. **Purpose**. 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 the Services, Vendor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by School District. Vendor shall be under the direct control and supervision of School District with respect to its use of Student Data as set forth in this DPA.

2. **Services to Be Provided**. The services to be provided by Vendor to School District pursuant to this DPA are detailed in **Schedule "A"** (the "Services").

3. **Student Data to Be Provided**. In order to perform the Services described above, School District shall provide Student Data as identified in the Schedule of Data, attached hereto as **Schedule "B"**.

4. **Definitions**. The definitions of terms used but not otherwise defined in this DPA are found in **Schedule "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 Vendor's terms of service, privacy policies, etc.

ARTICLE II
DATA OWNERSHIP AND ACCESS

1. **Ownership of Student Data**. All Student Data transmitted to Vendor pursuant to this DPA is and will continue to be the property of and under the control of School District. Vendor further acknowledges and agrees that all copies of such Student Data transmitted to Vendor, 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 this DPA, shall remain the exclusive property of School District. For the purposes of FERPA, as applicable, in performing the Services, Vendor shall be considered a School Official, under the control and direction of School District as it pertains to the use of Student Data as set forth in this DPA.

2. **Parent Access**. To the extent required by law, School District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data and correct erroneous information, consistent with the functionality of the Services. Vendor shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of School District's request or pursuant to the time frame required under applicable state law for an School District to respond to a parent or student, whichever is sooner) to School District's written request for Student Data in a student's records held by Vendor to view or correct as necessary. In the event that a parent of a student or other individual contacts Vendor to review any of the Student Data accessed pursuant to the Services, Vendor shall refer the parent or individual to School District, which will follow the necessary and proper procedures regarding the requested information.

3. **Official Requests**. Should law enforcement or other government entities ("**Requesting Party(ies)**") contact Vendor with a request for Student Data held by Vendor pursuant to the Services, Vendor shall notify School District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform School District of the request.

4. **Subprocessors**. Vendor shall enter into written agreements with all Subprocessors performing functions for Vendor in order for Vendor to provide the Services pursuant to this DPA, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III
DUTIES OF School District

1. **Compliance with Applicable Laws**. School District 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 Policy**. If School District has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), School District 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. **Security of Credentials**. School District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted Student Data.

4. **Notification of Unauthorized Access**. School District shall notify Vendor promptly of any known unauthorized access to the Student Data. School District will assist Vendor in any efforts by Vendor to investigate and respond to any unauthorized access.

ARTICLE IV
DUTIES OF VENDOR

1. **Privacy Compliance**. Vendor 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 this DPA, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Schedule "A"** or stated in this DPA and/or otherwise authorized under the applicable statutes referred to herein this DPA or as otherwise required under applicable laws. Notwithstanding the foregoing, Vendor may use Student Data in connection with the operation and improvement of the Services or as otherwise required under applicable laws.

3. **Vendor Employee Compliance**. Vendor shall require all of Vendor'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 this DPA. Vendor agrees to require and maintain an appropriate confidentiality agreement, or other appropriate confidentiality restriction, from each employee or agent with access to Student Data pursuant to this DPA.

4. **Restriction on Disclosure**. Vendor acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including personally identifiable information contained in the Student Data, other than as directed or permitted by School District or this DPA. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of Vendor pursuant to this DPA, or as otherwise set forth under this DPA or required by applicable law. Vendor will not Sell Student Data to any third party.

5. **De-Identified Data**: Vendor agrees not to attempt to re-identify De-Identified Data. De- Identified Data may be used by Vendor for those purposes allowed under FERPA and applicable law and the following purposes: (1) assisting School District or other governmental agencies in conducting research and other studies; and (2) research and development of Vendor'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. Vendor's ability to use De-Identified Data shall survive termination of this DPA or any request by School District to dispose of Student Data. Except for Subprocessors, Vendor agrees not to transfer De-Identified 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 School District who has provided prior written consent for such transfer, in each case other than any publications of De-Identified Data and aggregated Student Data that do not name School District directly or indirectly (including publications of summary statistics or other information). Prior to publishing any document that presents De-Identified Data and names School District explicitly or indirectly, Vendor shall obtain School District's written approval of such publication and the manner in which such De-Identified Data is presented.

6. **Disposition of Data**. Upon written request from School District, Vendor shall dispose of School District Student Data obtained under this DPA, within sixty (60) days of the date of said request. Upon termination of this DPA, if no written request from School District is received, Vendor shall dispose of all Student Data. The duty to dispose of Student Data shall not extend to De-Identified Data. School District may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Schedule "D"**. If School District and Vendor employ **Schedule "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Schedule "D"**.

7. **Advertising Limitations**. Vendor 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 School District. This section does not prohibit Vendor from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); (ii) to make product recommendations to teachers or School District 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 schedules.

ARTICLE V
DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon written request of School District, Vendor will provide a list of the locations where Student Data is stored.

2. **Audits**. No more than once a year, or following a material unauthorized access to Student Data in Vendor's possession, upon receipt of a reasonable written request from School District with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, and at School District's sole cost and expense, Vendor will allow School District 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 School District during reasonable business hours. Vendor will cooperate reasonably with School District and any local, state, or federal agency with oversight authority or jurisdiction in connection with any such audit of Vendor and/or delivery of Services to School District, and shall provide reasonable access to Vendor's facilities, staff, agents and School District's Student Data and all records reasonably pertaining to Vendor, School District and delivery of Services to School District. Failure to reasonably cooperate shall be deemed a material breach of this DPA.

3. **Data Security**. Vendor agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. Vendor shall adhere to any applicable law relating to data security. Vendor shall provide, in the Standard Schedule to this DPA, contact information of an employee who School District may contact if there are any data security concerns or questions.

4. **Data Breach Response**. 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 Vendor Vendor shall provide notification to School District within five (5) business days of Vendor's 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. Vendor shall follow the following process:
   (a) The security breach notification described above shall include, at a minimum, the following information to the extent known by Vendor and as it becomes available:
      (1) The name and contact information of the reporting School District subject to this section.
      (2) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      (3) If the information is possible to determine at the time the notice is provided, then either (i) the date of the breach, (ii) the estimated date of the breach, or (iii) the date range within which the breach occurred. The notification shall also include the date of the notice.
      (4) 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
      (5) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
   (b) Vendor agrees to adhere to all applicable federal and state legal requirements with respect to a data breach related to the Student Data, including, when required, the required responsibilities and procedures for notification and mitigation of any such data breach.
   (c) Vendor further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and applicable 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 School District, upon written request, with a summary of said written incident response plan.

(d) School District shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(e) In the event of a breach originating from School District's use of the Service, Vendor shall cooperate with School District to the extent reasonably necessary to expeditiously secure Student Data.

ARTICLE VI
GENERAL OFFER OF TERMS

Vendor and any Subscribing School District that is not a party to this DPA may, by signing the attached form of "General Offer of Privacy Terms" ("**General Offer**," attached hereto as **Schedule "E"**), be bound by the terms of this DPA. **Schedule "E"**, and each executed version thereof, will expire automatically upon the termination or expiration of the original DPA. The General Offer is limited by the terms and conditions described therein.

ARTICLE VII
MISCELLANEOUS

1. **Term and Termination**. This DPA shall stay in effect for three (3) years. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent. Either party may terminate this DPA if the other party breaches any terms of this DPA.

2. **Effect of Termination**. If this DPA is terminated, Vendor shall dispose of all of School District'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 applicable privacy protections, including those found in FERPA, as applicable, and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of this DPA and Vendor's terms of service or privacy policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.

4. **Entire Agreement; Amendments and Waivers**. This DPA, together with Vendor's terms of service and privacy policy, constitutes 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 SCHOOL DISTRICT, 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 SCHOOL DISTRICT FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors and Assigns**. This DPA is and shall be binding upon the respective successors in interest to Vendor, or Vendor's assignees (as applicable), 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 Vendor sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, Vendor shall provide written notice to School District 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 or assignee will assume the obligations of the DPA and any obligations with respect to Student Data within this DPA. School District has the authority to terminate the DPA if it disapproves of the successor to whom Vendor 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. **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 School District for this DPA is:

   Name: Leann Pinkerton._____ Title: Director of Educational Technology._____

   Address: 400 N Rock St Sheridan AR 72150_____

   Phone: 870-942-2422._____ Email: leannpinkerton@sheridanschools.org_____

   The designated representative for Vendor for this DPA is:

   Name: Sue Meehan_____ Title: COO/CFO_____

   Address: 1035 Cambridge Street, Suite 21B_____

   Phone: 617-356-8311 x102_____ Email: legal@icivics.org_____

10. **Limitation of Liability.** iCivics is a nonprofit organization with limited resources, which provides products and services to its users at no cost. EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE (i) WITH RESPECT TO THIS DPA OR ANY BREACH THEREOF FOR ANY AMOUNT IN EXCESS OF TEN THOUSAND US DOLLARS ($10,000) AND (ii) TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR ARE A CONSEQUENCE OF, ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS DPA, WHETHER SUCH ACTION IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR

OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE SAME. SPECIAL DAMAGES UNDER THIS DPA INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND CLAIMS OF CUSTOMERS.

IN WITNESS WHEREOF, School District and Vendor execute this DPA as of the Effective Date.

Sheridan School District

By: *Leann Pinkerton*_____Date: 8-7-24_____

Printed Name: Leann Pinkerton_____ Title/Position: Director of Educational Technology_____

Vendor **iCivics, Inc.**

By:_____Date: Click or tap to enter a date._____

Printed Name: Sue Meehan_____ Title/Position: COO/CFO_____

1SCHEDULE "A"
DESCRIPTION OF SERVICES

https://www.icivics.org/

A platform to engage students in meaningful civic learning. iCivics provides teachers well-written, inventive, and free resources that enhance their practice and inspire their classrooms.

2SCHEDULE "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology	IP Addresses of users, Use of cookies, etc.	☒
	Other application technology metadata - Please specify: None	☐
Application Use	Metadata on user interaction with application	☒
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data - Please specify: Student scores and responses to iCivics' online games	☒
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information - Please specify: None	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information - Please specify: None	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information - Please specify: None	☐
Student Contact Information	Address	☐
	Email	☒
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Vendor/App assigned student ID number	☒
	Student app username	☒
	Student app passwords	☒
Student Name	First and/or Last	☒
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☒
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☒
	Other student work data - Please specify: None	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify: None	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data - Please specify: None	☐
Other	Please list each additional data element used, stored, or collected by your application: None	☐

<u>No Student Data Collected</u>

If no Student Data is collected at this time, please check the following box. ☐
Vendor will immediately notify School District if this designation is no longer applicable.

3SCHEDULE "C"
DEFINITIONS

De-Identified Data: means Student Data from which 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 reasonably available information.

Educational Records: means records, files, documents, and other materials directly related to a student and maintained by the school or school district, or by a person acting for such school or school district, 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.

Student Generated Content: means materials or content created by a student in the services including 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: means, pursuant to 34 CFR § 99.31(b), 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.

Student Data: means any data, whether gathered by Vendor from, or provided by, School District or its users, students, or students' parents/guardians, that is descriptive of the student including 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 personal information about a specific student. Student Data 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 applicable federal, state, and local laws and regulations. Student Data as specified in **Schedule "B"** is confirmed to be collected or processed by Vendor 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 Vendor's Services.

Subprocessor: means a party other than School District or Vendor, who Vendor uses for data collection, analytics, storage, or other services, including to operate and/or improve its service, and who has access to Student Data.

Subscribing School District: means a School District that was not party to this DPA and who accepts Vendor'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: means an entity that is not Vendor or School District.

4SCHEDULE "D"
DIRECTIVE FOR DISPOSITION OF DATA

[Sheridan Schools] directs Vendor to dispose of Student Data obtained by Vendor pursuant to the terms of the DPA between School District and Vendor. The terms of the disposition are set forth below:

1. <u>Extent of Disposition</u>

   ☐_____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. <u>Nature of Disposition</u>

   ☐_____Disposition shall be by destruction, deletion or anonymization of data.

   [Insert or attach special instructions]

3. <u>Signature</u>

_____   _____

                                                   Click or tap to enter a date.

Authorized Representative of School District   Date

4. <u>Verification of Disposition of Data</u>

_____   _____

Sue Meehan   Click or tap to enter a date.
Authorized Representative of Vendor   Date

SCHEDULE "E"
GENERAL OFFER OF PRIVACY TERMS

1. **Offer of Terms**

iCivics, Inc. ("**Vendor**") offers the same privacy protections found in that certain Student Data Privacy Agreement ("**DPA**") between it and **[Sheridan School District]** ("**Originating School District**") which is dated **8-7-24]**, to any other school district in the state of **AR** ("**Subscribing School District**") who accepts this General Offer of Privacy Terms ("**General Offer**") through its signature below. This General Offer shall extend only to privacy protections, and Vendor's signature shall not necessarily bind Vendor to any other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. Vendor and the Subscribing School District may also agree to change the data provided by Subscribing School District to Vendor to suit the unique needs of the Subscribing School District. Vendor 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 DPA; or (3) the earlier of three (3) years after the date of Vendor's signature to this General Offer and the expiration or termination of the DPA. Subscribing School Districts should send the signed **Schedule "E"** to Vendor at the following email address: legal@icivics.org.

iCivics, Inc.

By:_____ Date: Click or tap to enter a date._____

Printed Name: Sue Meehan_____ Title/Position: COO/CFO_____

2. **Subscribing School District**

A Subscribing School District, by its signature below, accepts the General Offer of Privacy Terms. The Subscribing School District and Vendor shall therefore be bound by the same terms of the DPA for the term of the DPA.

[Insert Name of Subscribing School District]

By:_____ Date: Click or tap to enter a date._____

Printed Name: Click or tap here to enter text._____ Title/Position: Click or tap here to enter text._____

SCHOOL DISTRICT NAME:Click or tap here to enter text_____

DESIGNATED REPRESENTATIVE OF SCHOOL DISTRICT:

Name: Click or tap here to enter text._____
Title: Click or tap here to enter text._____
Address: Click or tap here to enter text._____
Telephone Number: Click or tap here to enter text._____
Email: Click or tap here to enter text._____