

Ohio

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: Loudonville Perrysville Exempted Village School District (the “**Local Education Agency**” or “**LEA**”), THIRTEEN Productions LLC (the “**Provider**”).

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

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

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to several state laws in Ohio. Specifically, those laws are R.C. §§ 3319.32-3319.327, R.C. §§ 1349.17-19, Rule 3301-51-04; and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Provider agrees to offer the LEA all the same terms and conditions found in the **MA-ME-MO-NH-NY-RI-VT-NDPA, Standard Version 1.0** Data Privacy Agreement between the Provider and **The Public Schools of Northborough and Southborough** (“**Originating LEA**”) which is dated **9/23/24** (“**Originating DPA**”). The terms and conditions of the Originating DPA are thus incorporated herein.
2. Provider additionally agrees to the following additional terms, which will control in the event of a conflict between the DPA and the Originating DPA, including if there was a prior Ohio Exhibit “G”:
 - a. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
 - b. In Article IV, Section 3, add: “The Provider will restrict unauthorized access by Provider’s employees or contractors not providing services under the Service Agreement or DPA and its employees or contractors will only access Student Data as necessary to fulfill their official duties.”
 - c. In Article IV, Section 6, replace “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,” with “Upon termination of this DPA, unless the LEA provides notice that renewal of the contract is reasonably anticipated, within ninety (90) days of the expiration of the contract, Provider shall destroy or return Student Data to the LEA.”
 - d. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
 - e. In Article V, Section 1 Data Storage: Ohio does not require data to be stored within the United States.
 - f. Provider will not access or monitor any of the following:
 - i. Location-tracking features of a school-issued device;
 - ii. Audio or visual receiving, transmitting or recording features of a school-issued device;
 - iii. Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity

Notwithstanding the above, if the Provider has provided written notice to the LEA that it engages in this collection of the above information, which must be provided in the Service Agreement, and the LEA has provided written confirmation that the Provider can collect this information pursuant to its general monitoring, then the Provider may access or monitor the listed information.

- 3. Provider may, by signing the attached form of “General Offer of Privacy Terms” be bound by the terms of the General Offer of Privacy Terms to any other LEA who signs the acceptance on said Offer. The form is limited by the terms and conditions described therein.
- 4. **Notices.** All notices or other communication required or permitted to be given pursuant to the Originating DPA may be given for the LEA via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Jane Pennebaker Title: Associate General Counsel
Address: The WNET Group, 825 Eighth Avenue, New York, NY 10019
Phone: (212) 560-8319 Email: pennebakerj@wnet.org / missionus@thirteen.org

The designated representative for the LEA for this DPA is:

Julie Seboe, Director of Innovation and Technology
210 E. Main, Loudonville OH 44842
419-994-9014 lopr_jseboe@tccsa.net

Loudonville Perrysville Exempted Village School District

By: *Julie Seboe*
Julie Seboe (Feb 7, 2025 08:20 EST)
Date: 02/07/25

Printed Name: Julie Seboe
Title/Position: Director of Technology and Innovation

THIRTEEN Productions LLC

-Initial
JP
By: *Roslyn J. Davis*
DocuSigned by:
Date: 12/12/2024

Printed Name: Roslyn J. Davis
Title/Position: General Manager


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Final Audit Report

2025-02-07

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