

DATA PRIVACY AGREEMENT (DPA)  
FOR TEXAS K-12 INSTITUTIONS

Boerne Independent School District

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LEA NAME [Box 1]

DATE [Box 2]

and

Vista Higher Learning, Inc.

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OPERATOR NAME [Box 3]

DATE [Box 4]

## ARTICLE VI- GENERAL OFFER OF PRIVACYTERMS

1. **General Offer of Privacy Terms.** Operator may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

## ARTICLE VII: MISCELLANEOUS

1. **Term.** The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **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.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Operator shall dispose of all of LEA's Data pursuant to Article IV, section 5.
4. **Priority of Agreements.** This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before: The designated representative for the Operator for this Agreement is:

First Name:	Jason_____	[Box 7]
Last Name:	Jordan_____	[Box 8]
Operator's Company Name:	Vista Higher Learning, Inc._____	[Box 9]
Title of Representative:	EVP Technology_____	[Box 10]

The designated representative for the LEA for this Agreement is:

First Name:	Sean_____	[Box 11]
Last Name:	Babcock_____	[Box 12]
LEA's Name:	Boerne ISD_____	[Box 13]
Title of Representative:	Chief Technology Officer_____	[Box 14]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

**Operator's Representative:**

BY: Jason A. Jordan [Box 15] Date: 03/06/2025 [Box 16]

Printed Name: Jason Jordan [Box 17] Title/Position: EVP Technology [Box 18]

Address for Notice Purposes: 500 Boylston Street, Suite 620, Boston MA 02116 [Box 19]

**LEA's Representative**

BY: [Box 20] Date: [Box 21]

Printed Name: Sean Babcock [Box 22] Title/Position: CTO [Box 23]

Address for Notice Purposes: Johns Road, Boerne, Texas, 78 [Box 24]

***Note: Electronic signature not permitted.***

**EXHIBIT “A”**

**DESCRIPTION OF SERVICES**

Description : K12 Instructional Materials, delivered via VHL’s Supersite language learning courseware or IMS Global Common Cartridge format.

## **EXHIBIT “B”**

### SCHEDULE OF DATA

**Instructions:** Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- ☐ We do not collect LEA Data to provide the described services.
- X ☒ We do collect LEA Data to provide the described services.

### SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify: Practice quizzes	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries) Optional Online chats and forums.	<input checked="" type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth	<input checked="" type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input checked="" type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify: Activity responses and scores	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

	Transportation	Student bus card ID number	<input type="checkbox"/>
		Other transportation data -Please specify:	<input type="checkbox"/>
	Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	<input type="checkbox"/>



## **EXHIBIT "D"**

### **SAMPLE REQUEST FOR RETURN OR DELETION OF DATA**

**Instructions:** This Exhibit is optional and provided as a sample ONLY. It is intended to provide a LEA an example of what could be used to request a return or deletion of data.

\_\_\_\_\_ directs \_\_\_\_\_ to  
LEA OPERATOR

dispose of data obtained by Operator pursuant to the terms of the Service Agreement between  
return LEA and Operator. The terms of the Disposition are set forth below:

#### **1. Extent of Return or Disposition**

☐

Return or Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

☒

Return or Disposition is Complete. Disposition extends to all categories of data.

#### **2. Nature of Return or Disposition**

☒

Disposition shall be by destruction or deletion of data.

☐

Return shall be by a transfer of data. The data shall be transferred to the following site as follows:

### 3. Timing of Return or Disposition

Data shall be returned or disposed of by the following date:

☐

As soon as commercially practicable

☐

By the following agreed upon date:

### 4. Signatures

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

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

### 5. Verification of Disposition of Data

\_\_\_\_\_  
Authorized Representative of Operator

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

## **EXHIBIT "E"**

### GENERAL OFFER OF PRIVACY TERMS

**Instructions:** This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

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

Operator offers the same privacy protections found in this DPA between it and

and which is dated [ ] to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator's signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator 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;
- (3) the expiration of three years after the date of Operator's signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be may be transmitted to the Alliance's users.

#### **Operator's Representative:**

BY: Jason A. Jordan

Date: 03/06/2005

Printed Name: Jason A. Jordan

Title/Position: EVP Technology

#### **2. Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

#### **Subscribing LEA's Representative:**

BY: Sean G. Babcock

Date: 3/17/2024

Printed Name: Sean Babcock

Title/Position: CTO

**EXHIBIT "F"**

**DATA SECURITY**

**1. Operator's Security Contact Information:**

**Jason Jordan**

\_\_\_\_\_[Box 26]  
Named Security Contact

jjordan@vistahigherlearning.com  
\_\_\_\_\_[Box 27]  
Email of Security Contact

\_\_\_\_\_[Box 28]  
Phone Number of Security Contact

**2. List of Operator's Subprocessors: Vendor maintains a current list of current Subprocessors at the following website: [https://www.vhlcentral.com/third\\_party\\_services](https://www.vhlcentral.com/third_party_services)**

[Box 29]

**3. Additional Data Security Measures:**

[Box 30]

**Modifications to  
Data Privacy Agreement (DPA) for Texas K-12 Institutions (Version 2.0) Between Boerne ISD  
and Vista Higher Learning, Inc.**

This Addendum modifies and supplements the Data Privacy Agreement (“DPA”) between Boerne Independent School District and Vista Higher Learning, Inc.. This Addendum is incorporated into and made a part of the DPA.

1. The terms and conditions of the DPA remain in full force and effect, except to the extent expressly amended in this Addendum.
2. Article II, Section 3: The number “28” is amended to read: “30.”
3. Article II, Section 4: The entire Section is deleted and replaced with the following language: **“Data Portability.** If Pupil Generated Content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said Pupil Generated Content to LEA in a readily accessible format..”
4. Article II, Section 5: The words “immediately (within 1 business day)” is changed to “as soon as possible.” In addition, the words “Except as required by law,” is added at the beginning of the third sentence and the words “use” and “compile” are deleted from the third sentence where they appear twice.
5. Article II, Section 7: The entire Section is deleted and replaced with the following language: **“Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Data in a manner consistent with the terms of this DPA, as well as State and Federal law.
6. Article IV, Section 3: The first sentence is deleted and replaced with the following language: “De-identified Information may be used by the Operator only for the purposes of development, research, and improvement of educational sites, services, applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b).”
7. Article IV, Section 4: The words, “five (5) business days” is changed to “ten (10) business days.”
8. Article IV, Section 5: The final sentence is changed to read “This section does not prohibit Operator from using Data for adaptive learning or customized or personalized student learning purposes, responding to requests from students or their parents or guardians, or as otherwise allowed by law, or using de-identified information or Data placed in a separate student account, pursuant to the other terms of the DPA.”
9. Article V, Section 1: the following language is deleted: “Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:”
10. Article V, Section 1(a): the final two sentence are changed to read as follows: “the Employees with access to Data shall have signed confidentiality agreements or be subject to confidentiality obligations regarding said Data. regarding said Data. All employees with access to Data shall be subject to criminal background checks in compliance with state and local ordinances.”
11. Article V, Section 1(b): the first sentence is changed to read as follows: “Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including using commercially reasonable measures to limit access to Data to only parties legally allowed to do so.”
12. Article V, Section 1(c): The word “system” is replaced with “systems used to store or access Data.”
13. Article V, Section 1(d): The words “Secure Socket Layer (“SSL”) is replaced with “Transport Layer Security (“TLS”).” In addition, the words “The service “ are replaced with “For Data transmitted over the public Internet,”.
14. Article V, Section 1(h): The word “full” is replaced with “reasonable” in the second sentence.
15. Article V, Section 2: The words “,without undue delay,” is added after “The Operator” in the second sentence is replaced with the following, “The Operator shall, without undue delay, take steps to limit and mitigate the damage of such security breach to the extent reasonably possible.”
16. Article V, Section 2(c): In the first sentence, the word “fully” is replaced with “as reasonably necessary.”
17. Exhibit C, definition for “De-Identified Information (DII)” is changed by replacing the word “eliminates” with “removes.”