

# **Virginia**

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: Suffolk Public Schools (the “**Local Education Agency**” or “**LEA**”) and Education Logistics, Inc. (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 Virginia. Specifically, those laws are Code of Virginia § 22.1-289.01 and Virginia Code § 2.2-5514(c); 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-NH-RI-VT-NDPA, Standard Version 1.0** Data Privacy Agreement between the Provider and **Framingham Public Schools**(“Originating LEA”) which is dated **6/6/22** (“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:
  - a. In Article IV, Section 2, replace “otherwise authorized,” with “otherwise required” and delete “or stated in the Service Agreement.”
  - b. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
  - c. In Article V, Section 1 Data Storage: Virginia does not require data to be stored within the United States.
  - d. In Article V, Section 4, add: In order to ensure the LEA’s ability to comply with its reporting requirements under Virginia Code § 2.2-5514(c), Provider shall provide initial notification to the LEA as soon as reasonably practical, and at a minimum within twenty-four (24) hours, where the Provider reasonably expects or confirms Student Data may have been disclosed in a data breach.

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: Eric Fischl Title: Executive Director, Technology and Security  
Address: 3000 Palmer Street, Missoula MT 59808  
Email: efischl@edulog.com Phone: 4067280893

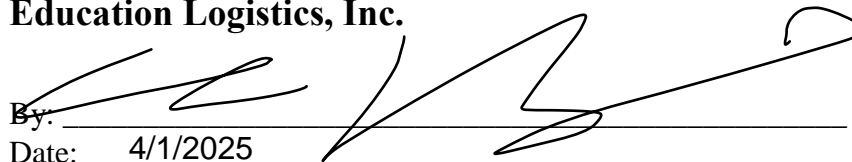
The designated representative for the LEA for this DPA is:

John Littlefield, Director of Technology  
Phone: 757-925-6750  
Address: 100 N. Main St, Suffolk, Virginia, 23434  
Email: johnlittlefield@spsk12.net

## **Suffolk Public Schools**

By: *Linda Bates*  
Linda Bates (Apr 9, 2025 13:13 EDT)  
Date: 04/09/25  
Printed Name: Linda Bates  
Title/Position: Coordinator of Purchasing

## **Education Logistics, Inc.**

By:   
Date: 4/1/2025  
Printed Name: Eric Fischl  
Title/Position: Executive Director, Technology and Security

## GENERAL OFFER OF PRIVACY TERMS

### 1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Suffolk Public Schools** ("Virginia 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 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**:

\_\_\_\_\_.  
**Education Logistics, Inc.**

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 **Suffolk Public Schools** and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII of the Originating DPA. \*\***

**Subscribing LEA: (School District Name):** \_\_\_\_\_

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

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

DESIGNATED REPRESENTATIVE OF LEA:

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

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

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

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

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






# Education Logistics, Inc.\_Suffolk\_VA\_VendorSigned

Final Audit Report

2025-04-09

Created:	2025-04-09
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