

**ETLA OHIO NDPA V1**

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**STANDARD  
AGREEMENT TYPE**

Avon Lake City Schools

**LEA**

**and**

Ripcho Studio inc

**Provider**

5-20-25

**Date**

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:

[ Avon Lake City Sch ], located at [ 175 Avon Bellew Rd ] (the "Local Education Agency" or "LEA") and [ Ripche Studio ], located at [ 7630 Lorain Cir OH ] (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 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, LEA and Provider agree as follows:

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.

**2. Special Provisions. Check if Required**

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If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.

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If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H". (Optional)

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If Checked, the Provider, has signed Exhibit "E" to the Standard Clauses, otherwise known as General Offer of Privacy Terms

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

The designated representative for the LEA for this DPA is:

Name: Jack Dibee Title: Assistant Superintendent  
Address: 175 Avon Belden Rd  
Phone: 440-930-8356 Email: jack.dibee@alcsd.org

The designated representative for the Provider for this DPA is:

Name: William J Ripcho Title: president  
Address: 7630 Lorain Ave  
Phone: 216-287-7018 Email: Bill@RipchoStudio.com

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

LEA [ Avon Lake City Schools ]

By: [Signature] Date: 5-20-25  
Printed Name: Jack Dibee Title/Position: Asst Supt

Provider [ Ripcho Studio ]

By: [Signature] Date: 5/20/21  
Printed Name: Jennifer VanNewhouse Title/Position: Exec. Admin. Asst.



**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Avon Lake Schools ("Originating LEA") which is dated 5-22-25, 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:  
Ripcho Studio

7630 Lorain Ave CLV OHIO 44102

BY: [Signature] Date: 5-22-25  
Printed Name: William J. Ripcho Title/Position: President

**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 Avon Lake City Sch and the Provider. \*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. \*\*

BY: [Signature] Date: 5-22-2025  
Printed Name: Dr Jack Dibee Title/Position: Asst Supt

SCHOOL DISTRICT NAME: Avon Lake City Schools

**DESIGNATED REPRESENTATIVE OF LEA:**

Name: Dr Jack Dibee  
Title: Assistant Superintendent  
Address: 175 Avon Belden Rd Avon Lake OH 44012  
Telephone Number: 440-930-8356  
Email: jack.dibee@alcsd.org