



VENDOR-SPECIFIC ('MODIFIED') STUDENT DATA PRIVACY AGREEMENT

(Oregon National Data Privacy Agreement (NDPA) Standard VERSION 2)

BEAVERTON SCHOOL DISTRICT

And

Stock-Trak Inc.

Version 2

Authored by Members of the Student Data Privacy Consortium (SDPC) &

Mark Williams, Fagen, Friedman & Fulfrost LLP

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

The **designated representative for the LEA** for this DPA is:

Name: JAMES ALAN NEWTON Title: MANAGER OF APPLICATION DEVELOPMENT

Address: 1260 NW WATERHOUSE AVE, BEAVERTON, OR 97006

Phone: 503-356-4416 Email: JIM_NEWTON@BEAVERTON.K12.OR.US

The **designated representative for the Provider** for this DPA is:

Name: Rosario Lo Giudice Title: Data Privacy Officer

Address: 240-6505 Trans-Canada Highway, St-Laurent, Quebec, H4T 1S3

Phone: 514-871-2222 Ext. 252 Email: rlogiudice@stocktrak.com

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

LEA: [REDACTED]

Signed By:

James Alan Newton

Date:

8/28/2025

Printed Name: JAMES ALAN NEWTON

Title/Position: MANAGER OF APPLICATION DEVELOPMENT

PROVIDER: [Stock-Trak Inc.]

Signed By:

Rosario Lo Giudice

Date:

Aug 28, 2025

Printed Name: Rosario Lo Giudice

Title/Position: Data Privacy Officer

Each Party is responsible to promptly notify the other Party of changes to the notice information.

Notices to Provider

Name: Stock-Trak Inc.
Role: Data Privacy Officer
Address: 240-6505 Trans-Canada Highway, St-Laurent, Quebec, H4T 1S3
Email: privacy@stocktrak.com

With a copy to (if provided):

Name: Legal Dept
Address: 240-6505 Trans-Canada Highway, St-Laurent, Quebec, H4T 1S3
Email: Legal@stocktrak.com

Security Notices to Provider (Required per Section 5.3)

Name: Rosario Lo Giudice
Role: Data Privacy & Security
Address: 240-6505 Trans-Canada Highway, St-Laurent, Quebec, H4T 1S3
Email: privacy@stocktrak.com

Notices to LEA

BEAVERTON SCHOOL DISTRICT
LEA Role
IT-LEA-PRIVACY@BEAVERTON.K12.OR.US

With a copy to (if provided):

BEAVERTON SCHOOL DISTRICT
1260 NW WATERHOUSE AVE, BEAVERTON, OR 97006
IT-LEA-LEGAL@BEAVERTON.K12.OR.US

Security Notices to LEA (Required per Section 5.3)

BEAVERTON SCHOOL DISTRICT
LEA Security Role
1260 NW WATERHOUSE AVE, BEAVERTON, OR 97006
IT-LEA-SECURITY@BEAVERTON.K12.OR.US

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

1.4 DPA Definitions.

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, 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, the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of LEA.

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data processed by the Provider, including any modifications or additions or any portion thereof from any source, are also 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 the Service Agreement, shall remain the exclusive property of the LEA.

2.2 Parent, Legal Guardian and Student Access.

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA’s direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent, legal guardian or student, whichever is sooner) to the LEA’s request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding

ARTICLE IV: DUTIES OF PROVIDER

4.1 Privacy and Security Compliance.

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government initiated audit of the LEA's use of the Services.

4.2 Authorized Use.

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", or as instructed by the LEA.

4.3 Provider Employee Obligation.

Provider shall require all of Provider's employees who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee with access to Student Data pursuant to the Service Agreement.

4.4 No Disclosure.

Provider acknowledges and agrees that it shall not sell or disclose any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data.

4.4.1 Exceptions to No Disclosure.

- 4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.
- 4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.
- 4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.
- 4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.
- 4.4.1.5 Should law enforcement or other government entities ("Requesting Party(ies)") provide a judicial order or lawfully issued subpoena or warrant to the Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party.
- 4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.
- 4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.

4.7 Advertising Limits.

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to account holders that are not considered Targeted Advertising (this exception does not apply where the Provider is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Storage.

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit "B".

5.2 Security Audits.

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days' notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

5.3 Data Security.

The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit "F". Additionally, Provider may choose to further detail its security programs and measures in Exhibit "F". Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

5.4 Data Breach.

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

CONTRACT TERMS

Term and Termination. In the event that either Party seeks to terminate this DPA, they may do so by written notice if the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a "Change of Control" the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA's policies or state or federal law.

Data Disposition on Service Agreement Termination. If the Service Agreement is terminated, the Provider shall dispose of all of LEA's Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

Notices. All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. With respect to the treatment of Student Data only, in the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms in Exhibit "G", Exhibit "H" will control, followed by Exhibit "G". Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

Entire Agreement. This DPA and the Service Agreement ("the Agreement") constitute 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.

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.

Governing Law; Venue and Jurisdiction. This DPA will be governed by and construed in accordance with the laws of the state of the LEA, 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 the LEA for any dispute arising out of or relating to this DPA or the transactions contemplated hereby.

Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. Such notice shall include

EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [Stock-Trak Inc.]'s existing Services that collect, process, or transmit Student Data, as identified below:

PersonalFinanceLab.com, a portfolio simulation tool to help students get familiar with real market data, buying and selling securities, and managing a portfolio in a controlled environment. It also includes a personal budget game to help students learn how to budget their expenses, and to manage cash and credit cards.

Category of Data / Data Elements	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)
Student class attendance data							
Communication							
Online communication 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							
If 'Other' checked, please specify below checked box:							
Enrollment							
Student school enrollment							
Student grade level							
Homeroom							
Guidance counselor							
Specific curriculum programs							
Year of graduation							

Category of Data / Data Elements	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)	PRODUCT NAME(S)
If 'Other' checked, please specify below checked box:							
Student Contact Information							
Address							
Email	Personalfinancelab.com (Only for ages 18+)						
Phone							
Student Identifiers							
Local (school district) ID number							
State ID number							
Provider/app assigned student ID number							
Student app username	Personalfinancelab.com						
Student app passwords	Personalfinancelab.com						
Student Name							
First and/or last	Personalfinancelab.com						
Student In App Performance							
Program/application performance (e.g. 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							

<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected							
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>							
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.							

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

to be collected or processed by the Provider pursuant to the Services. Student Data shall not include properly De- Identified Data or anonymous usage data regarding a student's or LEA's use of Provider's Services.

Student Generated Content: The term "Student Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

Subprocessor Agreement: An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

Subscribing LEA: An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms by executing Exhibit "E".

Targeted Advertising: 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 Provider 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 Contextual Advertising.

EXHIBIT E: GENERAL OFFERS OF TERMS**Page 1 of 2: OFFER OF TERMS**

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms ("General Offer") that they are bound by the same terms as the DPA between Provider and BEAVERTON SCHOOL DISTRICT ("Originating LEA") dated Aug 28, 2025.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA's use of the Provider's Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit "A" or Exhibit "B" in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum's existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit "B", the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit "E" to Provider at the following email address: privacy@stocktrak.com

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

RESOURCE NAME(S):

PersonalFinanceLab.com

PROVIDER: Stock-Trak Inc.

Signed By: Rosario Lo Giudice
Rosario Lo Giudice | Aug 28, 2025 12:59:29 EDT

Date: Aug 28, 2025

Printed Name: Rosario Lo Giudice

Title/Position: Data Privacy Officer

Exhibit "E" (continued)

Originating LEA: Beaverton School District
Resource Names: PersonalFinanceLab.com
Provider Name: Stock-Trak Inc.

Page 2 of 2:

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 Originating LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.**** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit "E". The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: Insert Name of Subscribing LEA

Signed By: _____ Date: _____
Printed Name: _____ Title/Position: _____
School District Name: _____

Designated Representative of LEA:

Name: James Alan Newton Title: Manager of Application Development
Address: 1260 NW Waterhouse Ave
Telephone: 503-356-4416 Email: jim_newton@beaverton.k12.or.us

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

Name _____
Role LEA Security Role
Address _____
Email _____

Name _____
Role LEA Role
Address _____
Email _____

With a copy to (if provided):

Name _____
Address LEA Legal Counsel Postal Address
E-Mail _____

EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

FRAMEWORK(S)	
<input type="checkbox"/>	Global Education Security Standard - https://sdpc.a4l.org/gess/
<input checked="" type="checkbox"/>	NIST Cybersecurity Framework (CSF)
<input type="checkbox"/>	NIST SP 800-53 Security and Privacy Controls for Information systems and organizations
<input type="checkbox"/>	NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
<input type="checkbox"/>	ISO 27000 series, Standards for implementing organization security and management practices
<input type="checkbox"/>	CIS Center for Internet Security Critical Security Controls
<input type="checkbox"/>	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

This space is provided for optional security programs and measures as noted in section 5.3:

We are not NIST certified but strive to uphold the standards set forth. Our data hosting provider (Tierpoint) is NIST SP 800-53 Rev. 5 compliant

EXHIBIT H: DESCRIPTION OF 'AGREED TO' CHANGES

LEA and Provider agree to the following additional or replacement terms and modifications:

[This is a free text field that the parties can use to add or modify terms in or to the DPA. This field can also be used for partial or complete replacement of the DPA with a marked up version. If there are no additional, replaced, or modified terms, this field should read "None"]

4.6 Disposition of Data shall be replaced in its entirety by:

Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

The Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement automatically after 12 months of inactivity for any given user. If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.