New York

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: Norwood-Norfolk Central School District (the "**Local Education Agency**" or "**LEA**" or "**New York Original LEA**") and Common Sense Media (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 New York. Specifically, those are New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121; and

WHEREAS, the Parties wish to enter into these additional terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

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-IA-IL-MO-NH-NE-NJ-OH-RI-TN-VT-VA-DPA, Modified Version 1.0**, Data Privacy Agreement between the Provider **Indianola Community School District** (Originating LEA") which is dated **August 27, 2025** ("Originating DPA"). The terms and conditions of the Originating DPA are thus incorporated herein.
1. Provider additionally agrees to the following additional terms outlined in the attached Exhibit "G" for New York, which will control in the event of a conflict between the DPA and the Originating DPA.
2. 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.

3. **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: David Kuizenga
Title: CFO
Address: 699 8th Street, Suite C150, San Francisco, CA 94103
Phone: N/A
Email: dkuizenga@commonsense.org

The designated representative for the LEA for this DPA is:

James Cruikshank, Superintendent
7852 State Hwy 56, Norwood, NY 13668
(315) 353-6631 jcruikshank@nncsk12.org

Norwood-Norfolk Central School District

By: Brooke Ashley
Brooke Ashley (Oct 22, 2025 13:21:18 EDT)

Date: 10/23/2025

Printed Name: Brooke Ashley

Title/Position: Superintendent

Common Sense Media

By: David Kuizenga
ID dExrmBeoMi5BRkxZRuo9UeqB

Date: 10/7/2025

Printed Name: David Kuizenga

Title/Position: CFO

Exhibit "G"

New York

1. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

2. Student Data will be used by Provider exclusively to provide the Services identified in Exhibit A to the DPA.

3. Provider agrees to maintain the confidentiality and security of Student Data in accordance with LEA's Data Security and Privacy Policy. The LEA's Data Security Policy is attached hereto as Exhibit J. Each Subscribing LEA will provide its Data Security Policy to the Provider upon execution of Exhibit "E". Provider shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Student Data and APPR Data. Provider must Encrypt Student Data and APPR Data at rest and in transit in accordance with applicable New York laws and regulations.

4. Provider represents that their Data Privacy and Security Plan can be found at the URL link listed in Exhibit K and is incorporated into this DPA. Provider warrants that its Data Security and Privacy Plan, at a minimum: (a)implements all applicable state, federal and local data privacy and security requirements; (b) has operational technical safeguards and controls in place to protect PII that it will receive under the service agreement; (c) complies with the LEA's parents bill of rights for data privacy and security; (d) requires training of all providers' employees, assignees and subprocessors who have Access to student data or APPR data; (e) ensures subprocessors are required to protect PII received under this service agreement; (f) specifies how data security and privacy incidents that implicate PII will be managed and ensuring prompt notification to the LEA, and (g) addresses Student Data return, deletion and destruction.

5. In addition to the requirements described in Paragraph 3 above, the Provider's Data Security and Privacy Plan shall be deemed to incorporate the LEA's Parents Bill of Rights for Data Security and Privacy, as found at the URL link identified in Exhibit J. The Subscribing LEA will provide its Parents Bill of Rights for Data Security and Privacy to the Provider upon execution of Exhibit "E".

6. All references in the DPA to "Student Data" shall be amended to include and state, "Student Data and APPR Data."

7. To amend Article II, Section 5 to add: Provider shall ensure that its subprocessors agree that they do not have any property, licensing or ownership rights or claims to Student Data or APPR data and that they will comply with the LEA's Data Privacy and Security Policy. Provider shall examine the data privacy and security measures of its Subprocessors. If at any point a Subprocessor fails to materially comply with the requirements of this DPA, Provider shall: (i) notify LEA, (ii) as applicable, remove such Subprocessor's Access to Student Data and APPR Data; and (iii) as applicable, retrieve all Student Data and APPR Data received or stored by such Subprocessor and/or ensure that Student Data and APPR

Data has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Student Data and APPR Data held, possessed, or stored by the Subprocessor is compromised, or unlawfully Accessed or disclosed, Provider shall follow the Data Breach reporting requirements set forth in the DPA.

8. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

9. To amend Article IV, Section 3 to add: Provider shall ensure that all its employees and subprocessors who have Access to or will receive Student Data and APPR Data will be trained on the federal and state laws governing confidentiality of such Student Data and APPR Data prior to receipt. Access to or Disclosure of Student Data and APPR Data shall only be provided to Provider's employees and subprocessors who need to know the Student Data and APPR Data to provide the services and such Access and/or Disclosure of Student Data and APPR Data shall be limited to the extent necessary to provide such services.

10. To replace Article IV, Section 6 (Disposition of Data) with the following: 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 ninety (90) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Provider is prohibited from retaining disclosed Student Data or continuing to Access Student Data beyond the term of the Service Agreement unless such retention is expressly authorized for a prescribed period by the Service Agreement, necessary for purposes of facilitating the transfer of disclosed Student Data to the LEA, or expressly required by law. The confidentiality and data security obligations of Provider under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Provider's certifying that it and it's subprocessors, as applicable: (a) no longer have the ability to Access any Student Data provided to Provider pursuant to the Service Agreement and/or (b) have destroyed all Student Data and APPR Data provided to Provider pursuant to this DPA. The Provider agrees that the timelines for disposition of data will be modified by any Assurance of Discontinuation, which will control in the case of a conflict.

    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 ninety (90) days prior notice.

    The duty to dispose of student data shall not extend to Student Data that had been de-identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D",** or, with reasonable notice to the Provider, other form of its choosing. No further written request or notice is required on the part of either party prior to the disposition of Student Data described in **"Exhibit D".**

11. To amend Article IV, Section 7 to add: 'Notwithstanding the foregoing, Provider is prohibited from using Student Data or APPR data for any Commercial or Marketing Purpose as defined herein. And add after (iii) account holder, "which term shall not include students."

12. To replace Article V, Section 1 (Data Storage) to state: Student Data and APPR Data shall be stored within the United States and Canada only. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

13. To replace Article V, Section 2 (Audits) to state: No more than once a year or following an unauthorized Access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA or its designee(s) to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA or its designee(s) and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable Access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA.

To amend the third sentence of Article V. Section 3 (Data Security) to read: The Provider shall implement security practices that are in alignment with the NIST Cybersecurity Framework v1.1 or any update to this Framework that is adopted by the New York State Department of Education.

14. To replace Article V. Section 4 (Data Breach) to state: In the event of a Breach as defined in 8 NYCRR Part 121.1 Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

i. The name and contact information of the reporting LEA subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided; and

vi. The number of records affected, if known; and

vii. A description of the investigation undertaken so far; and

viii. The name of a point of contact for Provider.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Where a Breach of Student Data and/or APPR Data occurs that is attributable to Provider and/or its Subprocessors, Provider shall pay for or promptly reimburse LEA for the full cost of notification to Parents, Eligible Students, teachers, and/or principals.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

(6) Provider and its subprocessors will cooperate with the LEA, the NYSED Chief Privacy Officer and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Provider will be the sole responsibility of the Provider if such Breach is attributable to Provider or its subprocessors.

15. To amend the definitions in Exhibit "C" as follows:

- "Subprocessor" is equivalent to subcontractor. It is a third party who the provider uses for data collection, analytics, storage, or other service to allow Provider to operate and/or improve its service, and who has access to Student Data.

- "Provider" is also known as third party contractor. It any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to

such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities and is not an educational agency and a not-for-profit corporation or other non-profit organization, other than an educational agency.

16. To add to Exhibit "C" the following definitions:

- **Access:** The ability to view or otherwise obtain, but not copy or save, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
- **APPR Data**: Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d
- **Commercial or Marketing Purpose:** In accordance with § 121.1(c) of the regulations of the New York Commissioner of Education, the Disclosure, sale, or use of Student or APPR Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data or APPR Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
- **Disclose or Disclosure**: The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
- **Encrypt or Encryption**: As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- **Release:** Shall have the same meaning as Disclose
- **LEA:** As used in this DPA and all Exhibits, the term LEA shall mean the educational agency, as defined in Education Law Section 2-d, that has executed the DPA; if the LEA is a board of cooperative educational services, then the term LEA shall also include Participating School Districts for purposes of the following provisions of the DPA: Article I, Section 2; Article II, Sections 1 and 3; and Sections 1, 2, and 3 of Article III.
- **Participating School District**: As used in Exhibit G and other Exhibits to the DPA, the term Participating School District shall mean a New York State educational agency, as that term is defined in Education Law Section 2-d, that obtains access to the Services through a CoSer agreement with LEA, and shall include LEA if it uses the Services in its own educational or operational programs

Exhibit "J"

LEA Documents

LEA's Data Security and Privacy Policy, Parents Bill of Rights for Data Security and Privacy, and supplemental information for this service agreement can be accessed at:

https://sdpc.a4l.org/ny_dp_bor_url.php?districtID=12836

Exhibit "K"

Provider Security Policy

Provider's Data Security and Privacy Plan can be accessed at:

Attached below

Data Security and Privacy Policy

REVISION HISTORY:

Version	Approval date	Title	Explanation on changes
V1	Jan 1, 2022	Information Security Policy	Initial release
V2	April 11, 2023	Data Security and Privacy Policy	V1 was updated to better align with NIST framework
V3	See approval date below	Data Security and Privacy Policy	Added two bullet points describing CS data sharing policy to section 8.5.

APPROVAL:

Version	Approval Date	Approver Name and Title	Approver Signature
V2	1/8/2024	David Kuizenga (GC)	David Kuizenga ID DizzsyiZko83gL6f5Bz6B2G4

Data Security and Privacy Policy

Table of Contents

1. Scope and Purpose

This Data Security and Privacy Policy ("Policy") is a critical component of Common Sense Media Inc., a non-profit company and affiliates ('Common Sense," "we," or "us") privacy and security program as it outlines the minimum requirements necessary to ensure the confidentiality, integrity, and availability of Information Technology (IT) assets and data. This includes all information systems and communication networks, whether owned, leased, or rented by Common Sense, and the information stored, processed, and transmitted on or by these systems and networks.

This Policy addresses Common Sense's responsibility to adopt appropriate administrative, technical, and physical safeguards and controls to protect and maintain its IT assets and data's confidentiality, integrity, and availability. In addition, these policies ensure Common Sense's adherence to applicable legal and regulatory requirements[1] and conform to best practices across the entire data and IT system lifecycle of creation, collection, retention, dissemination, protection, and destruction.

This Policy controls in the event of any conflict or inconsistency between this Policy and any other incident response policies, procedures, or related documents used at the organization level or otherwise.

Document structure:
This document is organized as follows:

- Section 1 is the introduction and introduces the policies, outlines the purpose, and establishes the implementation applicability.
- Section 2 defines the roles and responsibilities for individuals tasked to oversee and manage the Common Sense data privacy and information security program.
- Sections 3-10 provide a comprehensive privacy and cybersecurity policy statement set. The statements are organized by function and include privacy and governance, asset management, access control, awareness and training, data security, information protection, maintenance, and anomalies and events. The headings align to Common Sense's chosen cybersecurity framework – the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) categories. Where applicable, NIST CSF categories were merged, and additional requirements added to better align to the Common Sense organization and mission.

This Policy should be read by:

[1] Including, but not limited to, the required Data Security and Privacy Plan pursuant to New York's Education Law § 2-d and Section 121.6 of the Commissioner's Regulations.

All management and Common Sense personnel.

This Policy will apply to:
All Common Sense employees, interns, volunteers, consultants, and third parties who receive or have access to Common Sense IT assets or data.

2. Business Environment: Roles and Responsibilities

Common Sense has established and appointed applicable roles with the mission to coordinate, develop, implement, and maintain the data privacy and information security program. The roles listed below identify these positions and the specific activities personnel are responsible for executing. The DGG, CSO and, IRT must work with their respective teams and external partners to implement and maintain policies that protect the confidentiality, integrity and accessibility of Common Sense IT systems and data. The department leads at CSM are responsible for implementing privacy and security policies and practices into the operations of their departments and programs, including strategic planning, budget planning, and organization architecture.

2.1 Data Governance Group (DGG)

The Data Governance Group (DGG) is responsible for establishing the protection framework for managing data privacy risk and managing the collection, use and disclosure of Personal Information by establishing policies, procedures, and practices in accordance with applicable privacy laws, rules, regulations, Common Sense policies, and recommended industry practices. The DGG will coordinate the implementation of a data governance strategy. Part of the role of the DGG is to ensure that data privacy and protection activities are integrated into Common Sense's management activities, including strategic planning, capital planning, and system design and architecture.

2.2 Chief Security Officer (CSO)

The Chief Security Officer (CSO) is responsible for establishing the information security governance framework and overseeing Common Sense's implementation of information security. Information security activities must be integrated into other management activities of the enterprise, including strategic planning, capital planning, and enterprise architecture.

2.3 Incident Response Team (IRT)

Under the supervision of the CSO, the Incident Response Team (IRT) is responsible for the Incident Management Process. The goal of the IRT is to identify, review, and maintain all security, privacy, and incident related policies and controls.

3. Governance

Common Sense shall develop, implement, and maintain an organization-wide privacy and security program to address the confidentiality, integrity and accessibility of Common Sense IT

systems and data that support the operations and assets of Common Sense, including those provided or managed by another organization, contractor, or other source.

3.1 Acceptable use policy, user account password policy and other related policies

- Users must comply with Common Sense's information security policies, which outline the responsibilities of all users of Common Sense information systems to maintain the security of the systems and to safeguard the confidentiality of Common Sense information.
- Users must comply with the acceptable use of IT resources policies in using Common Sense resources.
- Users must comply with the user account password policies.
- All remote connections must be made through managed points-of-entry in accordance with the guidelines for remote work and telecommuting policies.

3.2. Data Privacy and Vendor Management

- The confidentiality of Common Sense data must be protected and must only be used in accordance with state and federal laws, rules and regulations, and Common Sense's policies to prevent unauthorized use and/or disclosure.
- The DGG leads security and privacy compliance at Common Sense. The DGG reviews, approves, and/or provides guidance to Common Sense leads and personnel when the collection, disclosure, or new processing of Personal Information protected by law is contemplated.
- Following Common Sense privacy notice, applicable law, and this Policy, Personal Information shall only be disclosed to third parties according to a written agreement that includes terms and conditions necessary to protect such information.
- Common Sense shall have in place a contracting process that ensures that its personnel and any subcontractors with access to Personal Information are bound by a written agreement that requires them, at a minimum, to abide by Common Sense contractual and legal obligations.
- Common Sense plans to provide all protections afforded to parents and persons in parental relationships, or students where applicable, required under applicable state and federal regulations, including the Children Online Privacy Protection Act, Family Educational Rights and Privacy Act, the Individuals with Disabilities Education Act, and the federal regulations implementing such statutes.

3.3. Risk Management Strategy

- Common Sense will have policies and practices in place that identify the risks to the confidentiality, integrity, and accessibility of its IT systems and data and manage its operations and the actions of its employees and vendors to minimize, mitigate or eliminate identified risks in line with applicable laws, rules and regulations, and industry recommended practices.

- Common Sense will manage any data security and privacy incidents that implicate Personal Information following Common Sense Incident Management and Breach Response Policy and shall report any breaches and/or unauthorized disclosures to regulators and other third parties (including school districts) in compliance with its contractual and legal obligations.
- To aid the implementation of this strategy, Common Sense shall:
    - Conduct routine penetration tests to identify vulnerabilities that adversaries could exploit.
    - Develop policies, processes, and procedures to manage and monitor Common Sense's compliance with regulatory, legislative, technical, and organizational mandates that protect data confidentiality, integrity, and availability.
    - Address data privacy requirements and compliance by third-party vendors through its contracting process and must include terms and provisions in its contracts that address the risks to Common Sense IT systems and data.
    - Adopt policies and processes to ensure risks to data are identified, assessed, and responded to timely. Establish a process to ensure that applicable policies and procedures that address data protection are reviewed annually for improvements and updates/changes in regulations.
- The risk management strategy must be implemented consistently across Common Sense and must be periodically reviewed and updated, as required, to address organizational changes.

3.4. Risk Assessments

- Whenever there is a significant change to Common Sense's information system or environment of operation, when new systems are implemented, when major modifications are undertaken, when changes in data elements occur, or when a system is migrating or deployed to a third party or to the cloud, Common Sense will perform a risk assessment that assesses impact on privacy of Personal Information and impact to data security to assess the risk to the privacy of Personal Information of such changes.
- The risk assessment must capture the data flow (e.g., where the data is coming from, where it is processed/stored, and whom it is shared with). In addition, the risk assessment must state the legal requirement related to the collection of the data, and records retention schedule covering how long the data must be stored in the information system.
- Risk assessment results must be formally documented and disseminated to appropriate personnel including the system owner, the CSO, DGG, and other stakeholders, as applicable.

4. Asset Management

Common Sense IT assets deemed critical for Common Sense to achieve its mission and objectives must be identified and managed commensurate with their risk level and importance to the organization.

4.1. Physical Device Inventory

- All physical information systems within Common Sense shall be inventoried, and essential information systems identified in accordance with Common Sense's data classification policy.

4.2. Software and Applications

- All software platforms and applications within Common Sense shall be inventoried.
- Inventories must include detailed information about the installed software, including the version number and patch level.
- The software/application inventory must be updated periodically using an automated process where feasible.

4.3. Data Flow Map

- An inventory of the types of restricted and confidential data that Common Sense collects, where it is stored, and the third parties that receive or access it must be maintained. The inventory must document the restricted or confidential data collected, the authorization and purpose of collection and external parties to whom it is disclosed, and the authorization and purpose for such disclosure.

5. Identity Management, Authentication, and Access Controls

- Access controls shall be implemented on all Common Sense physical and virtual information systems and assets maintained by Common Sense or on behalf of Common Sense, to protect against unauthorized information alteration, loss, denial of service, or disclosure, as outlined in the information security policy.
- Common Sense must establish processes and procedures to ensure that data is protected and only those with a need to know or need to access to perform their duties and/or administrative functions can access the data. Access privileges will be granted in accordance with the user's job responsibilities and will be limited only to those necessary to accomplish assigned tasks in accordance with Common Sense's mission and business functions.
- These duties and/or administrative functions must be captured in the risk assessment for each respective information system that collects, maintains, uses, and/or shares Personal Information.
- Where technically feasible, users must be provided with the minimum privileges necessary to perform their job duties.

6. Awareness and Training

All Common Sense personnel, volunteers, interns, and contractors with access to Common Sense information systems and/or information must complete data privacy and security awareness training on an annual basis.

7. Data Security

To protect the confidentiality, integrity, and availability of Common Sense data residing within Common Sense's systems, data security and data privacy controls must be incorporated into all aspects of the information systems, including the communications among and with these systems and with systems external to Common Sense boundaries.

7.1. Data in Transit and at Rest

- All data in transit and at rest containing confidential or restricted information must be encrypted following the Common Sense encryption standards where technically feasible. Where encryption is not technically feasible, one or more approved compensating control(s) must be adopted that address the same risk following applicable policies, laws, regulations, and standards.
- Systems must implement cryptographic mechanisms to prevent unauthorized disclosure of data and detect changes to data during transmission where technically feasible unless otherwise protected by appropriate safeguards.
- All Common Sense laptop computers must be secured following the Common Sense encryption standards.
- Removable media must not be used to store confidential or restricted information unless the removable media are encrypted following the Common Sense encryption standards.
- Removable written media must be encrypted following the Common Sense encryption standards.

7.2. Data Minimization

Common Sense aims to reduce the severity of security and privacy risks by limiting the amount of Personal Information it processes to what is strictly necessary to achieve a defined purpose. Good practices related to this control that is considered and implemented if appropriate include:

- Justify the collection of each piece of data and confirm that the personal data are adequate, relevant, and not excessive concerning the intended purpose; otherwise, do not collect the data.
- Reduce sensitivity where possible (via conversion into a less sensitive Personal Information form or pseudonymized) and restrict access to data (e.g., limiting access to systems data according to the "need to know" principle and restrict the transmission of documents containing personal data to the individuals who need them in connection with their work.)

- Securely delete personal data that are no longer necessary or when requested by individuals from the system in operation and/or from backups where applicable (e.g., deleting yearly data stored in systems used for educational offerings and collecting anonymized data from students and teachers.)

8. Information Protection Processes and Procedures

System protection controls must be established, implemented, and enforced on all essential Common Sense information systems in accordance with Common Sense security standards.

8.1. Configuration Management

- An enterprise configuration management plan must be developed, documented, and implemented.
- Personnel with configuration management responsibilities must be trained on Common Sense's configuration management process.
- A current baseline configuration of essential systems must be developed, documented, and maintained.
    - Baseline configurations for Common Sense workstations and laptops must be established, and images must be automatically deployed.
    - Server implementations must be deployed from a common baseline image per operating system. Baseline configurations must be reviewed and updated as part of system component installations and upgrades.
- Previous versions of the baseline configuration must be retained to support rollback.

8.2. Change Control

- Proposed system changes must be reviewed and approved prior to implementation. No scheduled changes are permitted outside of the configuration management process. The results of security impact analyses must be considered as part of the change approval process.
- Changes to systems (to include security patches) must be prioritized and implemented in a manner that ensures maximum protection against IT security vulnerabilities and minimal impact on business operations**.**
- If required changes (to include patches) are not applied, an approved risk-based decision must be documented.
- Approved changes (to include patches) must be tested and validated on non-production systems prior to implementation, where technically feasible. System changes must be analyzed to determine potential security impacts prior to change implementation.

8.3. Back-ups

- Backups of critical Common Sense systems and data must be conducted. The strategy to support system and data recovery must be documented.

- Backup data to be used for disaster recovery efforts must be stored at a secure off-site location.
- The confidentiality, integrity, and availability of backup information must be protected.
- Recovery procedures must be tested at least annually to verify procedure validity, media reliability, and information integrity. The result of the testing must be documented.

8.4. Physical Environment

- Controls must be implemented to ensure the physical and environmental protection of data and systems.
- Such controls must be commensurate with the level of data being stored, transmitted, or processed in the physical location but can include emergency power shutoff, standby power, fire detection/suppression systems, environmental controls and monitoring, and physical access control and monitoring.

8.5. Data Sharing and Data Sanitation

- Except as expressly provided in Common Sense's privacy policy, Common Sense will not share with third parties any personal information without prior consent of the individual or individuals to whom the information relates.
- Common Sense will not share with third parties student data, de-identified or otherwise, obtained in the context of providing services to school districts for any purposes, including research purposes or publication, without prior express consent or contractual authorization from the district.
- All sanitization and disposal techniques must be performed in accordance with Common Sense's secure disposal standards.
- All media sanitizations must be tracked, documented, and verified.
- Sanitization procedures must be tested.
- Both electronic and hard copy media must be sanitized prior to disposal, transfer, release out of organizational control, donation, or release for reuse, using sanitization techniques and procedures as outlined in the secure disposal standards.
- Personal identifiers must be removed from Personal Information to make it anonymous before it is provided to third parties who require it for research or before it is published publicly such that the data cannot be used to identify a specific individual.

8.6. Response Planning

- Common Sense's CSO, IRT and DGG have developed an Incident Management and Breach Response Policy to guide its response to data and cybersecurity incidents. The Incident Management and Breach Response Policy must be employed when an incident occurs.
- The Incident Management and Breach Response Policy must be:
    - Reviewed at least annually and updated to address system/organization changes.
    - Communicated to staff with incident response responsibilities.
    - Protected from unauthorized disclosure or modification.

8.7. Vulnerability Management

- A vulnerability management plan for Common Sense systems and information processing environments must be developed and implemented. Systems must be scanned for vulnerabilities and vulnerabilities must be remediated in accordance with an assessment of risk within maximum allowable timeframes.

9. Maintenance

Repairs and maintenance on all hardware and software must be controlled and performed only by approved personnel. Questions about approval will be addressed by the DGG. Security commensurate with the sensitivity level of the system data must be implemented to protect data and information systems from unauthorized access or modification.

- All maintenance activities must be approved and monitored by designated system/facility staff.
- To the extent possible, all maintenance activities must be scheduled in advance and approval granted by the impacted parties.
- All software patches and updates must only be deployed after research and testing has been conducted in a development or test environment, where such test or development environments exist. Unless no test or development environment exists, software patch and/or update testing on operational systems is prohibited.
- All systems must be reviewed on a regular basis to ensure that current patches are applied. Maintenance tools must be inspected, approved, controlled, and monitored. All media must be checked for malicious code before being introduced to the production environment.
- A process for maintenance personnel authorization must be established and a list of authorized maintenance organization/personnel must be maintained.
- Session and network connections for remote maintenance must be terminated when non-local maintenance is completed.
- Remote maintenance and diagnostic sessions must be audited, and the records reviewed by designated system/facility staff.

9.1. Protection and Monitoring

Common Sense IT assets must be adequately protected, controlled, and monitored. Security protections commensurate with the sensitivity level of the system data must be implemented to protect Common Sense IT assets from unauthorized access or modification.

9.2. Audit

- Common Sense-designated audit logs must be recorded, retained, and available for analysis by authorized personnel to identify unauthorized activity.
- Access to the management of audit functionality must be restricted to authorized personnel only.

- Where technically feasible, audit records must be correlated across different repositories and sources to gain Common Sense-wide situational awareness and enhance the ability to identify suspicious activity.
- Internal system clocks must be used to generate time stamps for audit records.
- All audit logs must be protected from unauthorized modification, access, or destruction following the sensitivity of the data stored therein.
- Audit information and tools must be protected from deletion, unauthorized access, and modification.
- Audit logs must be retained, where technically feasible, for at least 30 days.
- Audit trails capable of automatically generating and storing security audit records must be implemented on multi-user systems.

9.3. Media Protection

- All information system media (e.g., disk drives, diskettes, internal and external hard drives, portable devices, etc.), including backup media, removable media, and media containing Common Sense information and/or sensitive information, must be always secured and protected from unauthorized access.
- Access to digital and non-digital media must be restricted to appropriate personnel.
- All media, including backup media, must be stored and transmitted securely to an off-site location following applicable business continuity and disaster recovery procedures.
- System media must be physically controlled and securely stored until the media are destroyed or sanitized using approved equipment, techniques, and procedures.

9.4. Least Functionality

- All IT systems must be configured to provide only essential capabilities.
- Servers must not be used as workstations.
- The use of high-risk functions, ports, protocols, and/or services must be prohibited or restricted, as appropriate.

9.5. Communication Protection

- Data privacy and security controls must be incorporated into all aspects of information system and communications, to protect the confidentiality, integrity, and availability of Common Sense information systems, data residing within these systems, and the communications among and with these systems, and with systems external to Common Sense.

10. Protective Technology

- Common Sense technical security solutions described in this Policy shall be managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.

11. Detection: Anomalies and Events, Continuous Monitoring and Detection Processes

- System controls and processes must be implemented to ensure system and data integrity (i.e., accuracy, completeness, validity, and authenticity of systems and data) is always protected. Measures must be taken to prevent, detect, remove, and report malicious code, viruses, worms, and Trojan horses.
- Common Sense must monitor systems to detect events for indicators of potential attacks and attacks and conduct security testing, training, and monitoring activities associated with Common Sense information systems.
- Security Incidents must be tracked and documented.

11.1. Breach/Incident Response Policy

Common Sense will respond to data privacy and Security Incidents in accordance with its Incident Management and Breach Response Policy. The incident response process will determine if there is a breach.

- The Incident Management and Breach Response Policy establishes a data breach response process and creates an Incident Response Team (IRT) comprised of existing staff members to address data breaches. Together with the CSO, the IRT must assess the potential impact of the incident and develop and execute a response plan consistent with Common Sense established procedures and requirements.
- Employees must report suspected cybersecurity incidents to the Incident Management and Breach Response Policy and their immediate supervisor or manager.
- Incident notification to senior management, regulatory authorities and individuals will take place as per the Incident Management and Breach Response Policy.

Definitions and acronyms

CSO: Chief Security Officer

COPPA: Children Online Privacy Protection Act

DGG: Data Governance Group

FERPA: Family Educational Rights and Privacy Act]

IRT: Incident Response Team

IT: Information Technology

NIST: National Institute of Standards and Technology

Personal Information means any information relating to an identified or identifiable natural person (i.e., information that can identify a person AND non-identifying information that can be linked to an identifiable person)

Security Event means any actual, suspected, or threatened occurrence with the potential to adversely impact Covered Information or the systems upon which it depends.

Security Incident means a Security Event that has resulted in (a) unauthorized use, disclosure, destruction, or alteration of, or access to, Covered Information, (b) loss or theft of Covered Information, or (c) inability to access or use Covered Information for approved business purposes.

Enforcement and Exceptions

Common Sense reserves the right to temporarily or permanently suspend, block, or restrict access to information assets when it reasonably appears necessary to protect those assets' confidentiality, integrity, availability, or functionality.

The DGG may provide exceptions to this Policy's requirements upon request in specific circumstances, provided that the exception does not compromise the security or privacy of Personal Information. Exceptions shall be temporary.

If it is determined that there is non-compliance with or a violation of this Policy, the employee(s) or contracted individual(s) may be subject to immediate disciplinary action, up to and including termination.

Policy Management

This policy will be reviewed annually by the author or designee and updated as necessary to address current business needs adequately.

eSignature Details

Signer ID:	**DizzsyiZko83gL6f5Bz6B2G4**
Signed by:	David Kuizenga
Sent to email:	dkuizenga@commonsense.org
IP Address:	73.66.250.189
Signed at:	Jan 8 2024, 1:12 pm PST

eSignature Details

Signer ID:	**dExrmBeoMi5BRkxZRuo9UeqB**
Signed by:	David Kuizenga
Sent to email:	dkuizenga@commonsense.org
IP Address:	4.53.142.138
Signed at:	Oct 7 2025, 9:05 am MST

CommonSenseMedia_Norwood-NorfolkCentral SchoolDistrict_signed_final-agreement_signed

Final Audit Report 2025-10-22

Created:	2025-10-22
By:	TEC SDPA (mmcgrath@tec-coop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYMh0tZsoC72H9CfPanlZnNAZjqTsjYmO

"CommonSenseMedia_Norwood-NorfolkCentralSchoolDistrict_signed_final-agreement_signed" History

Document created by TEC SDPA (mmcgrath@tec-coop.org)
2025-10-22 - 5:05:30 PM GMT

Document emailed to Brooke Ashley (bashley@nncsk12.org) for signature
2025-10-22 - 5:05:36 PM GMT

Email viewed by Brooke Ashley (bashley@nncsk12.org)
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Document e-signed by Brooke Ashley (bashley@nncsk12.org)
Signature Date: 2025-10-22 - 5:21:18 PM GMT - Time Source: server

Agreement completed.
2025-10-22 - 5:21:18 PM GMT

STANDARD STUDENT DATA PRIVACY AGREEMENT

MASSACHUSETTS, MAINE, IOWA, ILLINOIS, MISSOURI, NEW HAMPSHIRE, NEBRASKA, NEW JERSEY, OHIO, RHODE ISLAND, TENNESSEE, VERMONT, AND VIRGINIA

MA-ME-IA-IL-MO-NH-NE-NJ-OH-RI-TN-VT-VA-DPA, Modified Version 1.0

Indianola Community School District

and

Common Sense Media

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: Indianola Community School District, located at 1301 East Second Avenue, Indianola, IA 50125 USA (the "**Local Education Agency**" or "**LEA**") and Common Sense Media, located at 699 8th Street, Suite C150, San Francisco, CA 94103 (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***

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

   √ 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 Provider for this DPA is:

Name: David Kuizenga Title: CFO

Address: 699 8th Street, Suite C150, San Francisco, CA 94103

Phone: N/A Email: dkuizenga@commonsense.org

The designated representative for the LEA for this DPA is:

Ray Coffey, Technology Director
1301 East Second Avenue, Indianola, IA 50125
(515) 961-9500 ext. 1512 ray.coffey@indianola.k12.ia.us

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

Indianola Community School District

By: Ray Coffey Date: 08/27/2025

Printed Name: Ray Coffey Title/Position: Director of Technology

Common Sense Media

By: David Kuizenga Date: 8/12/2025
ID sT8kZdyQyRwERNYon86c1YS3

Printed Name: David Kuizenga Title/Position: CFO

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** 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, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service 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 transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are 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. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) 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 or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact 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, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents 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 or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of 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 other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re- identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. The data specific to the services being offered are deleted within a reasonable period after the termination of this agreement within ninety (90) days of termination or ninety (90) days of a request for deletion during the term of the Service Agreement. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a 'Directive for Disposition of Data' form, a copy of which is attached hereto as Exhibit 'D'. If the LEA and Provider employ Exhibit 'D,' no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit 'D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. 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 teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

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. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

(1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Pro vider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. Either party may terminate this DPA and the Service Agreement for any reason.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **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. 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 the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service 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. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **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.

6. **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.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of

all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Common Sense Education provides teachers and schools with research-based classroom tools to help students harness technology for learning and life. The K–12 Digital Citizenship Curriculum and interactive games teach students how to make safe, smart, and ethical decisions in the digital world. Digital Passport uses games and videos to address key issues that kids face online: safety and security, privacy, cyberbullying, responsible cell phone use, and respecting creative work. Designed for children in grades 3-5, the app allows users to collect badges as they advance through topic areas at their own pace to ultimately earn their Digital Passport.

This DPA is specific to the following products:

- Digital Passport and Digital Compass
- Google Quizzes related to CSM Digital Citizenship Curriculum

EXHIBIT "B"

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.	Yes
	Other application technology meta data-Please specify:	See "Other" Section
Application Use Statistics	Meta data on user interaction with application	Yes
Assessment	Standardized test scores	No
	Observation data	No
	Other assessment data-Please specify:	See "Other" Section
Attendance	Student school (daily) attendance data	No
	Student class attendance data	No
Communications	Online communications captured (emails, blog entries)	No
Conduct	Conduct or behavioral data	No
Demographics	Date of Birth	No
	Place of Birth	No
	Gender	No
	Ethnicity or race	No
	Language information (native, or primary language spoken by student)	No
	Other demographic information-Please specify:	No
Enrollment	Student school enrollment	No
	Student grade level	No
	Homeroom	No
	Guidance counselor	No
	Specific curriculum programs	No
	Year of graduation	No
	Other enrollment information-Please specify:	No
Parent/Guardian Contact Information	Address	No
	Email	No
	Phone	No
Parent/Guardian ID	Parent ID number (created to link parents to students)	No
Parent/Guardian Name	First and/or Last	No

Category of Data	Elements	Check if Used by Your System
Schedule	Student scheduled courses	No
	Teacher names	No
Special Indicator	English language learner information	No
	Low income status	No
	Medical alerts/ health data	No
	Student disability information	No
	Specialized education services (IEP or 504)	No
	Living situations (homeless/foster care)	No
	Other indicator information-Please specify:	No
Student Contact Information	Address	No
	Email	No
	Phone	No
Student Identifiers	Local (School district) ID number	No
	State ID number	No
	Provider/App assigned student ID number	No
	Student app username	No
	Student app passwords	No
Student Name	First and/or Last	No
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	No
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	No
Student Survey Responses	Student responses to surveys or questionnaires	No
Student work	Student generated content; writing, pictures, etc.	No
	Other student work data -Please specify:	No
Transcript	Student course grades	No
	Student course data	No
	Student course grades/ performance scores	No
	Other transcript data - Please specify:	N/A
Transportation	Student bus assignment	No
	Student pick up and/or drop off location	No

Category of Data	Elements	Check if Used by Your System
	Student bus card ID number	No
	Other transportation data – Please specify:	N/A
Other	Please list each additional data element used, stored, or collected by your application:	Children's Information. The product is used anonymously. Players enter a short user name to begin. If users choose to save a game, they can use this name to restore play, but that is stored locally and is not collected by or accessible to Common Sense. If directed by educators, users may choose to print or save a copy of the scorecard which displays any entered user name. Common Sense does not collect such files. Information Collected Through Technology. In order for users to save a game, we enable cookies (R.R.K.30) remember the user's progress. Through these cookies, Common Sense and its service providers may collect certain non-personal information automatically when the service is used. Such information may include anonymous information about the use of the Service, device type (e.g., iPad Air), browser, operating system (e.g., iOS 12.4), and country, state, and city. We use this information to administer and improve the user's experience on our Service, to help diagnose and troubleshoot potential technical malfunctions, and to gather broad demographic information. Common Sense uses Google Analytics to collect and aggregate this information, which is not used to track a user across devices, apps, or sites. Information Retained on Device or in Browser. If a user wishes to save a game, the game will store username and score data for a player. This information is stored locally in a browser and is not collected by Common Sense or accessible to Common Sense. This information persists until a user deletes it by clearing the browser cache. NOTE on Cookies Information. Unless there's a choice at the start of play whether they wish to save a game and enable cookies. If cookies are enabled, information is collected as described above. To learn more about the use of cookies see the privacy notices for the products.
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	N/A

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

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.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline

records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

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 Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

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 operator's 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 any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[**Insert Name of District or LEA**] Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[**Insert categories of data here**]

_____Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____Disposition shall be by destruction or deletion of data.

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

[**Insert or attach special instructions**]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____As soon as commercially practicable.

_____By [**Insert Date**]

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"
Massachusetts

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Massachusetts. Specifically, those laws are 603 C.M.R. 23.00, Massachusetts General Law, Chapter 71, Sections 34D to 34H and 603 CMR 28.00; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Massachusetts;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Massachusetts does not require data to be stored within the United States.

EXHIBIT "G"
Maine

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Maine. Specifically, those laws are 20-A M.R.S. §6001-6005.; 20-A M.R.S. §951 et. seq., Maine Unified Special Education Regulations, Maine Dep't of Edu. Rule Ch. 101; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Maine;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Maine does not require data to be stored within the United States.
4. The Provider may not publish on the Internet or provide for publication on the Internet any Student Data.
5. If the Provider collects student social security numbers, the Provider shall notify the LEA of the purpose the social security number will be used and provide an opportunity not to provide a social security number if the parent and/or student elects.
6. The parties agree that the definition of Student Data in Exhibit "C" includes the name of the student's family members, the student's place of birth, the student's mother's maiden name, results of assessments administered by the State, LEA or teacher, including participating information, course transcript information, including, but not limited to, courses taken and completed, course grades and grade point average, credits earned and degree, diploma, credential attainment or other school exit information, attendance and mobility information between and within LEAs within Maine, student's gender, race and ethnicity, educational program participation information required by state or federal law and email.
7. The parties agree that the definition of Student Data in Exhibit "C" includes information that:
    a. Is created by a student or the student's parent or provided to an employee or agent of the LEA or a Provider in the course of the student's or parent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes;
    b. Is created or provided by an employee or agent of the LEA, including information provided to the Provider in the course of the employee's or agent's use of the Provider's website, service or application for kindergarten to grade 12 school purposes; or
    c. Is gathered by the Provider through the operation of the Provider's website, service or application for kindergarten to grade 12 school purposes.

EXHIBIT "G"
Iowa

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Iowa. Specifically, those laws are Iowa Code §§ 22; Iowa Code §§ 715C, 281 I.A.C. 12.3(4); 41; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Iowa;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

3. In Article V, Section 1 Data Storage: Iowa does not require all Student Data to be stored within the United States.

4. In Exhibit "C" add to the definition of "Student Data" significant information on progress and growth, experiences, interests, aptitudes, attitudes, abilities, part-time employment, and future plans.

EXHIBIT "G"
Illinois

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Illinois. Specifically, those laws are to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Illinois;

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

1. Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be replaced with: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

2. Replace Notices with: "Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid."

3. In Article II, Section 1, add: "Further clarifying, in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest."

4. In Article II, Section 2, replace "forty five (45)" with "five (5)". Add the following sentence: "In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the

factual inaccuracy and shall provide written confirmation of the correction to the LEA."

5. In Article II, Section 4, replace it with the following: "In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure."

6. In Article II, Section 5, add: "By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1)."

7. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

8. In Article IV, Section 6, replace the whole section with:

   The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

   If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

   Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

9. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

10. In Article IV, Section 7, add “renting,” after “using.”

11. In Article V, Section 1 Data Storage: Illinois requires all Student Data to be stored within the United States, Canada, United Kingdom and/or the European Union.

12. In Article V, Section 4, add the following: “’Security Breach’ does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.”

13. In Article V, Section 4(1) add the following:

    vi. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and

    vii. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

14. In Article V, Section 4, add a section (6) which states:

    In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

    a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

    b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

    c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

    as a result of the security breach; and

    d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

15. Replace Article VII, Section 1 with: “In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.”

16. In Exhibit C, add to the definition of Student Data, the following: "Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records", "student temporary record" or "student permanent record" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA."

17. The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

18. The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.

19. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

20. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.

21. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

22. The Provider will not collect social security numbers.

EXHIBIT "G"
Missouri

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Missouri. Specifically, those laws are Sections 162.1475 and 407.1500 RSMo; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Missouri;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Missouri does not require data to be stored within the United States.
4. Replace Article V, Section 4(1) with the following:
    a. In the event of a breach of data maintained in an electronic form that includes personal information of a student or a student's family member, Provider shall notify LEA within seventy-two (72) hours. The notice shall include:
        i. Details of the incident, including when it occurred and when it was discovered;
        ii. The type of personal information that was obtained as a result of the breach; and
        iii. The contact person for Provider who has more information about the incident.
    b. "*Breach*" shall mean the unauthorized access to or unauthorized acquisition of personal information that compromises the security, confidentiality, or integrity of the personal information. Good faith acquisition of personal information by a person employed by or contracted with, or an agent of, Provider is not a breach provided that the personal information is not used in violation of applicable Federal or Missouri law, or in a manner that harms or poses an actual threat to the security, confidentiality, or integrity of the personal information.
    c. "*Personal information*" is the first name or initial and last name of a student or a family member of a student in combination with any one or more of the following data items that relate to the student or a family member of the student if any of the data elements are not encrypted, redacted, or otherwise altered by any method or technology such that the name or data elements are unreadable or unusable:
        i. Social Security Number;
        ii. Driver's license number or other unique identification number created or collected by a government body;
        iii. Financial account information, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account;
        iv. Unique electronic identifier or routing code in combination with any required security code, access code, or password that would permit access to an individual's financial account;
        v. Medical information; or
        vi. Health insurance information.

EXHIBIT "G"
Nebraska

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Nebraska. Specifically, those laws are Neb. Rev. Stat. Secs. 79-2,104; 79-2,153 to 79-2,155; 79-2, 539; 87-801 to 87-808; and 92 NAC 6; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Nebraska;

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

1. In Article II, Section 5, add, "Specifically, any written agreement with a Subprocessor will: (1) prohibit the Subprocessor from using Student Data any purpose other than providing the contracted service to or on behalf of the Provider; (2) prohibit the Subprocessor from disclosing any Student Data provided by the Provider with subsequent third parties; (3) and requires the Subprocessor to implement and maintain reasonable security procedures and practices."
2. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
3. In Article IV, Section 4, replace: "Provider will not Sell Student Data to any third party" with "Provider will not Sell or rent Student Data to any third party.
4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
5. In Article V, Section 1 Data Storage: Nebraska does not require data to be stored within the United States.

EXHIBIT "G"
New Jersey

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New Jersey. Specifically, those laws are N.J. Stat. § 56:8-166.4 et seq.; N.J. Stat. § 18A:36-19; N.J. Stat. § 18A:36-19a; N.J. Stat. § 18A:36-35; N.J. Admin Code § 6A:16-7.9; N.J. Admin. Code § 6A:32-2.1; N.J. Admin. Code § 6A:32-7 et. seq.; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New Jersey;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. The Provider will not disclose on its web site any personally identifiable information about a student, including, but not limited to student names, student photos, student addresses, student e-mail addresses, student phone numbers, and locations and times of class trips.
4. The Provider will not process Student Data in violation of State and federal laws that prohibit unlawful discrimination.
5. The Provider will not conduct processing that presents a heightened risk of harm to students without conducting and documenting a data protection assessment of each of its processing activities that involve Student Data.
6. In Article V, Section 1 Data Storage: New Jersey does not require data to be stored within the United States.
7. Add to the definition in Exhibit "C" of Student Data: "The location and times of class trips."

EXHIBIT "G"
Ohio

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 Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Ohio;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. 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."
3. 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."
4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
5. In Article V, Section 1 Data Storage: Ohio does not require data to be stored within the United States.
6. Provider will not access or monitor any of the following:

    a. Location-tracking features of a school-issued device;
    b. Audio or visual receiving, transmitting or recording features of a school-issued device;
    c. 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.

EXHIBIT "G"
Rhode Island

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Rhode Island. Specifically, those laws are R.I.G.L. 16-71-1, et. seq., R.I.G.L. 16- 104-1, and R.I.G.L., 11-49.3 et. seq.; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Rhode Island;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Rhode Island does not require data to be stored within the United States.
4. The Provider agrees that this DPA serves as its written certification of its compliance with R.I.G.L. 16-104-1.
5. The Provider agrees to implement and maintain a risk-based information security program that contains reasonable security procedures.
6. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:
    - **i.** Information about what the Provider has done to protect individuals whose information has been breached, including toll free numbers and websites to contact:
        1. The credit reporting agencies
        2. Remediation service providers
        3. The attorney general
    - **ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
    - **iii.** A clear and concise description of the affected parent, legal guardian, staff member, or eligible student's ability to file or obtain a police report; how an affected parent, legal guardian, staff member, or eligible student's requests a security freeze and the necessary information to be provided when requesting the security freeze; and that fees may be required to be paid to the consumer reporting agencies.

EXHIBIT "G"
Tennessee

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Tennessee. Specifically, those laws are T.C.A. §§ 10-7-503 *et. seq*., T.C.A. § 47-18-2107, T.C.A. § 49-1-701 *et. seq*., T.C.A. § 49-2-211, T.C.A. § 49-6-902, § 49-6-3001, T.C.A. §§ 49-50-1501 *et. seq*.; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Tennessee;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Tennessee does not require data to be stored within the United States.
4. The Provider agrees that it will not collect any individual student biometric data, student data relative to analysis of facial expressions, EEG brain wave patterns, skin conductance, galvanic skin response, heart-rate variability, pulse, blood volume, posture, and eye-tracking.
5. The Provider agrees that it will not collect individual student data on:
    a. Political affiliation;
    b. Religion;
    c. Voting history; and
    d. Firearms ownership

EXHIBIT "G"
Vermont

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Vermont. Specifically, those laws are 9 VSA 2443 to 2443f; 16 VSA 1321 to 1324; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Vermont;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Vermont does not require data to be stored within the United States.

EXHIBIT "G"
Virginia

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 Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Virginia;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
3. In Article V, Section 1 Data Storage: Virginia does not require data to be stored within the United States.
4. 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.

EXHIBIT "G"
New Hampshire

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in New Hampshire. Specifically, those laws are RSA 189:1-e and 189:65-68-a; RSA 186; NH Admin. Code Ed. 300 and NH Admin. Code Ed. 1100; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for New Hampshire;

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

1. All references in the DPA to "Student Data" shall be amended to state "Student Data and Teacher Data." **"**Teacher Data" is defined as at least the following:

Social security number.
Date of birth.
Personal street address.
Personal email address.
Personal telephone number
Performance evaluations.

Other information that, alone or in combination, is linked or linkable to a specific teacher, paraprofessional, principal, or administrator that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify any with reasonable certainty.

Information requested by a person who the department reasonably believes or knows the identity of the teacher, paraprofessional, principal, or administrator to whom the education record relates.

"Teacher" means teachers, paraprofessionals, principals, school employees, contractors, and other administrators.

2. In order to perform the Services described in the DPA, the LEA shall provide the categories of Teacher Data described in the Schedule of Data, attached hereto as **Exhibit "I".**
3. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
4. In Article IV, Section 7 amend each reference to "students," to state: "students, teachers,…"
5. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
6. Provider is prohibited from leasing, renting, or trading Student Data or Teacher Data to (a) market or advertise to students, teachers, or families/guardians; (b) inform, influence, or enable marketing, advertising or other commercial efforts by a Provider; (c) develop a profile of a student, teacher, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data and Teacher Data for the development of commercial products or services, other than as

necessary to provide the Service to the LEA. This section does not prohibit Provider from using Student Data and Teacher Data for adaptive learning or customized student learning purposes.

7. The Provider agrees to the following privacy and security standards. Specifically, the Provider agrees to:

    (1) Limit system access to the types of transactions and functions that authorized users, such as students, parents, and LEA are permitted to execute;

    (2) Limit unsuccessful logon attempts;

    (3) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions;

    (4) Authorize wireless access prior to allowing such connections;

    (5) Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity;

    (6) Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions;

    (7) Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles;

    (8) Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services;

    (9) Enforce a minimum password complexity and change of characters when new passwords are created;

    (10) Perform maintenance on organizational systems;

    (11) Provide controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance;

    (12) Ensure equipment removed for off-site maintenance is sanitized of any Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1;

    (13) Protect (i.e., physically control and securely store) system media containing Student Data or Teacher Data, both paper and digital;

    (14) Sanitize or destroy system media containing Student Data or Teacher Data in accordance with NIST SP 800-88 Revision 1 before disposal or release for reuse;

    (15) Control access to media containing Student Data or Teacher Data and maintain accountability for media during transport outside of controlled areas;

    (16) Periodically assess the security controls in organizational systems to determine if the controls are effective in their application and develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems;

(17) Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems;

(18) Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception);

(19) Protect the confidentiality of Student Data and Teacher Data at rest;

(20) Identify, report, and correct system flaws in a timely manner;

(21) Provide protection from malicious code (i.e. Antivirus and Antimalware) at designated locations within organizational systems;

(22) Monitor system security alerts and advisories and take action in response; and

(23) Update malicious code protection mechanisms when new releases are available.

Alternatively, the Provider agrees to comply with one of the following standards: (1) NIST SP 800-171 rev 2, Basic and Derived Requirements; (2) NIST SP 800-53 rev 4 or newer, Low Impact Baseline or higher; (3) FedRAMP (Federal Risk and Authorization Management Program); (4) ISO/IEC 27001:2013; (5) Center for Internet Security (CIS) Controls, v. 7.1, Implementation Group 1 or higher; (6) AICPA System and Organization Controls (SOC) 2, Type 2; and (7) Payment Card Industry Data Security Standard (PCI DSS), v3.2.1. The Provider will provide to the LEA on an annual basis and upon written request demonstration of successful certification of these alternative standards in the form of a national or international Certification document; an Authorization to Operate (ATO) issued by a state or federal agency, or by a recognized security standards body; or a Preliminary Authorization to Operate (PATO) issued by the FedRAMP Joint Authorization Board (JAB).

8. In the case of a data breach, as a part of the security breach notification outlined in Article V, Section 4(1), the Provider agrees to provide the following additional information:

    i. The estimated number of students and teachers affected by the breach, if any.

9. The parties agree to add the following categories into the definition of Student Data: the name of the student's parents or other family members, place of birth, social media address, unique pupil identifier, and credit card account number, insurance account number, and financial services account number.

10. In Article V, Section 1 Data Storage: New Hampshire does not require data to be stored within the United States.

EXHIBIT "I" – TEACHER DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	Yes
	Other application technology meta data-Please specify:	See "Other" Section
Application Use Statistics	Meta data on user interaction with application	Yes
Communications	Online communications that are captured (emails, blog entries)	No
Demographics	Date of Birth	No
	Place of Birth	No
	Social Security Number	No
	Ethnicity or race	No
	Other demographic information-Please specify:	No
Personal Contact Information	Personal Address	No
	Personal Email	No
	Personal Phone	No
Performance evaluations	Performance Evaluation Information	No
Schedule	Teacher scheduled courses	No
	Teacher calendar	No
Special Information	Medical alerts	No
	Teacher disability information	No
	Other indicator information-Please specify:	No
Teacher Identifiers	Local (School district) ID number	No
	State ID number	No
	Vendor/App assigned student ID number	No
	Teacher app username	No
	Teacher app passwords	No
Teacher In App Performance	Program/application performance	No
Teacher Survey Responses	Teacher responses to surveys or questionnaires	No
Teacher work	Teacher generated content; writing, pictures etc.	No
	Other teacher work data -Please specify:	No
Education	Course grades from schooling	No
	Other transcript data -Please specify:	No
Other	Please list each additional data element used, stored or collected by your application	Information Collected Through Tech

eSignature Details

Signer ID:	**sT8kZdyQyRwERNYon86c1YS3**
Signed by:	David Kuizenga
Sent to email:	dkuizenga@commonsense.org
IP Address:	4.53.142.138
Signed at:	Aug 12 2025, 2:10 pm MST

CommonSenseMedia_IndianolaCommunitySchoolDistrict_IA_13State_final

Final Audit Report 2025-08-27

Created:	2025-08-14
By:	TEC SDPA (mmcgrath@tec-coop.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgNoSCdQZT6a2zZnghORY52FMVxfkxt6S

"CommonSenseMedia_IndianolaCommunitySchoolDistrict_IA_13State_final" History

Document created by TEC SDPA (mmcgrath@tec-coop.org)
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Document emailed to RAY COFFEY (ray.coffey@indianola.k12.ia.us) for signature
2025-08-14 - 1:33:32 PM GMT

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Document e-signed by RAY COFFEY (ray.coffey@indianola.k12.ia.us)
Signature Date: 2025-08-27 - 9:15:04 PM GMT - Time Source: server

Agreement completed.
2025-08-27 - 9:15:04 PM GMT

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re- identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. ~~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. 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.~~The data specific to the services being offered are deleted within a reasonable period after the termination of this agreement within ninety (90) days of termination or ninety (90) days of a request for deletion during the term of the Service Agreement. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a ~~"~~'Directive for Disposition of ~~Data"~~Data' form, a copy of which is attached hereto as Exhibit ~~**"D"**~~.'D'. If the LEA and Provider employ Exhibit ~~"~~'D~~,"~~,' no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit ~~"~~'D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. 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 teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

ARTICLE VI: GENERAL OFFER OF TERMS

~~Provider~~Pro vider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **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.~~ Either party may terminate this DPA and the Service Agreement for any ~~service agreement or contract if the other party breaches any terms of this DPA~~reason.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **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. 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 the SDPC Standard Clauses and the Supplemental State Terms, the Supplemental State Terms will control. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service 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. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **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.

6. **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.

7. ~~—~~**Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of ~~all or~~

all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "G"
Illinois

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Illinois. Specifically, those laws are to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205; and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Illinois;

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

1. Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be replaced with: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

2. Replace Notices with: "Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid."

3. In Article II, Section 1, add: "Further clarifying, in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest."

4. In Article II, Section 2, replace "forty five (45)" with "five (5)". Add the following sentence: "In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the ~~factual inaccuracy and shall provide written confirmation of the correction to the LEA."~~

factual inaccuracy and shall provide written confirmation of the correction to the LEA."

5. ____In Article II, Section 4, replace it with the following: "In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure."

6. In Article II, Section 5, add: "By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1)."

7. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."

8. In Article IV, Section 6, replace the whole section with:

   The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

   If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

   Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

9. All employees of the Provider who will have direct contact with students shall pass criminal background checks.

10. In Article IV, Section 7, add “renting,” after “using.”

11. In Article V, Section 1 Data Storage: Illinois requires all Student Data to be stored within the United States, Canada, United Kingdom and/or the European Union.

12. In Article V, Section 4, add the following: “’Security Breach’ does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.”

13. In Article V, Section 4(1) add the following:

    vi. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and

    vii. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

14. In Article V, Section 4, add a section (6) which states:

    In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

    a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

    b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

    c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

    as a result of the security breach; and

    d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

15. Replace Article VII, Section 1 with: “In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. ~~Upon termination of the DPA, the Service Agreement shall terminate.”~~Upon termination of the DPA, the Service Agreement shall terminate.”

EXHIBIT "G"
Nebraska

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to several state laws in Nebraska. Specifically, those laws are Neb. Rev. Stat. Secs. 79-2,104; 79-2,153 to 79-2,155; 79-2, 539; 87-801 to 87-808; and 92 NAC 6; ~~79-2,104; 79-2,153 to 79-2,155; 79-2, 539; 87-801 to 87-808; and 92 NAC 6; and~~and

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Nebraska;

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

1. In Article II, Section 5, add, "Specifically, any written agreement with a Subprocessor will: (1) prohibit the Subprocessor from using Student Data any purpose other than providing the contracted service to or on behalf of the Provider; (2) prohibit the Subprocessor from disclosing any Student Data provided by the Provider with subsequent third parties; (3) and requires the Subprocessor to implement and maintain reasonable security ~~procedures and practices."~~ procedures and practices."
2. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
3. In Article IV, Section 4, replace: "Provider will not Sell Student Data to any third party" with "Provider will not Sell or rent Student Data to any third party.
4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
5. In Article V, Section 1 Data Storage: Nebraska does not require data to be stored within the United States.

EXHIBIT "G"
Ohio

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 ~~§§ 1349.17-19, Rule 3301-51-04; and~~

WHEREAS, the Parties wish to enter into these supplemental terms to the DPA to ensure that the Services provided conform to the requirements of the privacy laws referred to above and to establish implementing procedures and duties;

WHEREAS, the Parties wish these terms to be hereby incorporated by reference into the DPA in their entirety for Ohio;

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

1. In Article IV, Section 2, replace "otherwise authorized," with "otherwise required" and delete "or stated in the Service Agreement."
2. 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."
3. 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."
4. All employees of the Provider who will have direct contact with students shall pass criminal background checks.
5. In Article V, Section 1 Data Storage: Ohio does not require data to be stored within the United States.
6. Provider will not access or monitor any of the following:

    a. Location-tracking features of a school-issued device;
    b. Audio or visual receiving, transmitting or recording features of a school-issued device;
    c. 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.

11. To amend Article IV, Section 7 to add: 'Notwithstanding the foregoing, Provider is prohibited from using Student Data or APPR data for any Commercial or Marketing Purpose as defined herein. And add after (iii) account holder, "which term shall not include students."

12. To replace Article V, Section 1 (Data Storage) to state: Student Data and APPR Data shall be stored within the United States and Canada only. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

13. To replace Article V, Section 2 (Audits) to state: No more than once a year or following an unauthorized Access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA or its designee(s) to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA or its designee(s) and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable Access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA.

~~Upon request by the New York State Education Department's Chief Privacy Officer (NYSED CPO), Provider shall provide the NYSED CPO with copies of its policies and related procedures that pertain to the protection of information. In addition, the NYSED CPO may require Provider to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, and alignment with the NIST Cybersecurity Framework. Any audit required by the NYSED CPO must be performed by an independent third party at Provider's expense and the audit report must be provided to the NYSED CPO. In lieu of being subject to a required audit, Provider may provide the NYSED CPO with an industry standard independent audit report of Provider's privacy and security practices that was issued no more than twelve months before the date that the NYSED CPO informed Provider that it required Provider to undergo an audit. Failure to reasonably cooperate with any of the requirements in this provision shall be deemed a material breach of the DPA.~~

To amend the third sentence of Article V. Section 3 (Data Security) to read: The Provider shall implement security practices that are in alignment with the NIST Cybersecurity Framework v1.1 or any update to this Framework that is adopted by the New York State Department of Education.

14. To replace Article V. Section 4 (Data Breach) to state: In the event of a Breach as defined in 8 NYCRR Part 121.1 Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

    (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available: