STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0/Vendor Modified etc.)

Green Bay Area Public School District and

Class Dojo

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:

Green Bay Area Public School District located at 200 South Broadway, Green Bay, WI (the "**Local Education Agency**" or "**LEA**") and ClassDojo, Inc., located at 735 Tehama Street, 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, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
    ☒ 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: ___Jeff Buening_____Title: ___GM_____

Address: ___735 Tehama St, San Francisco, CA 94103_____

Phone: ___5137200945_____Email: ___jeff.buening@classdojo.com_____

The designated representative for the LEA for this DPA is:

Name: Amy Jaeckel   Title: Executive Director of Technology & Information

Address: 200 South Broadway, Green Bay, WI 54303

Phone: 920-448-2149   Email: aljaeckel@gbaps.org

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

LEA – Green Bay Area Public School District

By: _Amy Jaeckel_____ Date: _11/24/2025_____

Printed Name: Amy Jaeckel   Title/Position: Executive Director of Technology & Information

ClassDojo, Inc.

By: __Jeff Buening_____ Date: _11/20/2025 | 11:05 AM PST_____

Printed Name: ___Jeff Buening_____ Title/Position: ___GM_____

STANDARD CLAUSES
Version 3.0

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**. 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 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 set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. 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

Provider 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 any service agreement or contract if the other party breaches any terms of this DPA.

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 Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. 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"

STANDARD SCHEDULE

1. **Service Agreement**: The ClassDojo District Terms of Service are located at https: https://www.classdojo.com/district-terms ("ClassDojo District Terms"). The ClassDojo District Terms incorporate by reference additional terms entered into by both LEA and all individual users of the Service, located at: https://www.classdojo.com/terms ("ClassDojo Terms of Service"). The ClassDojo District Terms and ClassDojo Terms of Service are collectively the "Service Agreement". This DPA is hereby incorporated by reference into the Service Agreement.

2. **Services**: Pursuant to and as fully described in the Service Agreement, Provider has agreed to provide the Services set forth below. Provider is a school communication and classroom management platform that helps bring teachers, school leaders, families, and students together. For clarity, if not opting in to use Single Sign On (SSO) or another rostering option ("Rostering"), the LEA does not provide Student Data to Provider, rather Provider collects Student Data directly from the LEA's users and processes it on behalf of the LEA. In addition, even if utilizing Rostering, LEA users will still input Student Data and other information directly into the Services. This DPA covers access to and use of all Provider's Services, as well as any future Services that Provider may offer as added pursuant to Article I of the DPA, unless noted below. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Provider, its subsidiaries and/or affiliates, except for those explicitly excluded below.

   Without limiting the foregoing, Provider provides the following through its platform, all of which the LEA agrees may be utilized by the LEA and its schools or users:
   - Communication tools to help teachers, students, and parents or families connect with each other, provided, however, that the parties agree that any family messaging, including parent-to-parent messaging where teachers are not included ("Family Chat") or parent-to-parent groups or "social networks" with various digital communication features where a teacher is not included ("Family Communities") are not part of the Services
   - Classroom Management Tools: Features that allow teachers, school leaders and administrators to give feedback points and assignments to students, and other classroom management tools (e.g. attendance).
   - A way for teachers to share photos, videos, files, and more from the classroom for families and students to see, including on Class Stories and School Stories. School Stories and Class Stories also includes the ability for teachers, school leaders, families and students to post comments and "likes" on the Class Stories and School Stories.
   - A way for users connected to an LEA classroom or school (e.g. parents/families or students) to disclose or share Student Data they have been provided access to by such LEA classroom or school (including, without limitation, by teachers or other LEA employees) with third parties.
   - Student Portfolios: Includes the ability of students to share their classroom work with teachers and families.
   - Activities and other content that teachers or families can share with students.
   - A way for school leaders to see how connected their school community is and also to communicate with families, other teachers, and school leaders.
   - Optional artificial intelligence ("AI") technology-driven tools ("AI Classroom Tools"). For more information please see: https://ai.classdojo.com/. Teachers may choose to utilize certain AI Classroom Tools to save time and create more personalized comments. In addition, ClassDojo may provide certain AI features to assist teachers, school leaders and administrator with certain non-classroom related use tasks (e.g. uploading rostering lists) ("AI Productivity Tools"). These users may choose to provide "inputs" that may contain text or photos/videos (e.g., a photo of a

class list of students) in connection with the use of these AI Productivity Tools. Please see our AI Transparency Page located at: https://www.classdojo.com/ai-tools-transparency-note/ for more details. ClassDojo also provides certain AI technology tools for use by parents at home (e.g. generating a coloring page based on the child's interests) that are not considered part of the Services ("Parent AI Tools").

- "Class Island": a virtual playground for students and their classmates where they'll explore a variety of activities focused on creativity and collaboration to explore, build, and live in a world with their classmates at the direction of their teacher. Note, however, that ClassDojo also has an out-of-school Dojo Island ("Home Island") that the parties agree is not part of the Services.

- ClassDojo Plus and certain Premium Features: An optional paid subscription or other optional paid premium features that provide additional ways for families to stay engaged with their school community and celebrate their child's growth (such as through expanded reporting on feedback points given in class, yearbooks or "Memories" products (featuring photos from Class Stories, Portfolios, or School Stories). Note, however, that ClassDojo Plus has out-of-school features such as Home Points, At-Home Child Monster with premium parts, Dojo Sparks (a learn-to-read program designed for at-home use) and Learning tab content and activities that the parties agree are not part of the Services ("ClassDojo Plus Non-School Use Features").

- ClassDojo for Districts: A centralized dashboard for managing optional staff rostering and SSO information, retrieving messaging records, district-level announcements and messaging, analytics on each school's adoption and feature usage, and accessing ClassDojo customer support at the district level. School leaders and certain District users will be able to view this. Districts may separately enter into a District Master Service Agreement with Provider.

- Dojo Tutor in Schools: Certain Dojo Tutor (as defined below) information, such as tutor assessments, feedback, and other session information (e.g. session recordings) ("Dojo Tutor Information") may be shared at the direction of the parent to their child's teacher with the parent's approval to the main ClassDojo Services ("Dojo Tutor Information Sharing"). When this Dojo Tutor Information Sharing occurs with the ClassDojo Services, a copy of the Dojo Tutor Information will be made to share. This is a copy of the assessment and only this copy will become Student Data once the teacher has elected to save and bring this information into either their account or the student's account in the Services ("Student Account"). The child's Student Account information on ClassDojo will remain separate, ensuring that school information remains segregated and separate from non-school information. For more information, please see our FAQ located here: https://help.classdojo.com/hc/en-us/articles/4413231512205-What-are-Student-Accounts-and-Outside-School-Child-Accounts. While Dojo Tutor may match the teacher's first and last name, school information, and email address from an existing in-school Services account to enable the Dojo Tutor Information to be shared, Dojo Tutor will not make this Dojo Tutor Information downloadable to the teacher or accessible in any in-school ClassDojo account unless the Dojo Tutor Information was shared at the direction of (or by) the parent, nor will it treat such Dojo Tutor Information as an Education Record or Student Data under the Family Educational Rights and Privacy Act of 1974 ("**FERPA**") until such time as Dojo Tutor has entered into a contractual relationship to provide such Dojo Tutor Services to the school or district.

In addition to the above, Provider may use Student Data collected from, or on behalf of, LEA, or a school within the LEA (collectively, "**education agency**"), to improve (as allowed by law) the learning experience, provide products to the education agency, and ensure secure and effective operation of Provider's products. Student Data provided by (or collected from, or on behalf of) the education agency helps provide and improve our educational products and support the education agency's and authorized users' efforts. Student Data helps Provider fulfill its duties for the purposes requested or authorized by the education agency or as otherwise permitted by applicable laws. Student Data may be used for customer support purposes, to respond to the inquiries and fulfill the requests of education agencies and their authorized users, or to enforce product access and security controls. It may be used to conduct system audits and improve protections against the misuse of our products, or to detect and prevent fraud and other harmful activities. Provider may also process Student Data for adaptive or personalized learning purposes and to provide Program Communications (as defined below).

ClassDojo may also use De-Identified Data for (i) product improvement and new educational product development; (ii) sharing reports on number of users, instructional time delivered or other reports on

product usage and results to third parties; (iii) educational research purposes, including transferring or sharing with third parties for such purposes; and (iv) as allowed by laws.

"**Program Communications**" shall mean in-app or emailed communications relating to Provider's educational services, including prompts, messages, and content relating to the use of the Service, for example; onboarding and orientation communications, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates (for example new features or content, including using for at home learning opportunities), and information about special or additional programs (e.g. ClassDojo Plus or Dojo Tutoring) offered through the Services or the ClassDojo websites or applications.

More information on how the Service operates is located at www.classdojo.com.

3. **Outside School Accounts and Linked Data:**

(a) Outside School Accounts: The Service shall not include any Outside School Accounts (as defined below) and those products and features set forth in 3(b) of this Exhibit "A" and therefor this DPA shall not apply to the provisions of services by Provider to any person under an Outside School Account. Additionally, the Service shall not include any online live tutoring services offered for children through the website located at https://tutor.classdojo.com/ or any associated mobile applications ("**Dojo Tutor**"). Students, parent, and family users may have personal or non-school accounts (i.e. for use of Provider at home not related to school) in addition to school accounts ("**Outside School Account(s)**"). An Outside School Account of a student may also be linked to their Student Account with the Student Data elements as further set forth below **("Linked Data")**. Similarly, an Outside School Account of a parent or family may be linked to their parent or family account used in school. Student Data shall not include Linked Data or information a student, parent or family provides to Provider through such Outside School Accounts independent of the student's or parent's engagement with the Services at the direction of the LEA. Additionally, any information a parent or family provides to Provider through such Outside School Account shall not be considered school data or information and shall not be owned or controlled by the LEA. If Student Generated Content is stored or maintained by the Provider as part of the Services, Provider may, at the request of the LEA, or the student or the student's parent or legal guardian, transfer said Student Generated Content to a separate student account or the Outside School Account upon termination of the Service Agreement, or upon request by the parent or student; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service.

Linked Data: The Parties agree that an Outside School Account of a student may also be linked to their Student Account with the Linked Data containing the Student Data elements as further described in the "Linked Accounts" section of the Service Agreement and set forth here: https://classdojo.zendesk.com/hc/en-us/articles/4413231512205-What-are-Student-Accounts-and-Outside-School-Child-Account. The Parties further agree that Linked Data is not subject to the requirements regarding disposition of Student Data in the DPA.

(b) The following non-school services and data are excluded (except as noted below) from the Services provided to the LEA and shall not be considered covered by this DPA:

- Family Chat
- Family Communities
- Home Island
- ClassDojo Plus Non-School Use Features
- Parent AI Tools
- Dojo Tutor - except for certain Dojo Tutor Information when specifically shared at the direction of the parent or any Dojo Tutor services to be contracted to be part of the Services
- Linked Data - to be used in both the school Services and the Outside School Account
- Parent Account Data - to be used in both the school Services and Outside School Account as noted in Section 4 of this Exhibit "A"

4. **Provider Use of Account Data as a Controller**

The Parties agree that Provider shall use certain limited Account Data (as defined below) collected in connection with the Services as a "controller" as that term is defined in applicable privacy laws, or if not defined means the entity which determines alone or jointly with others the purposes and means of the processing of Personal Information. For clarity, this means that Provider will not be a "service provider" or "school official" with respect to the Account Data.

"**Account Data**" means information that LEA or LEA's end users provide directly to Provider in connection with the creation or administration of its Provider account, such as name, screen name, email address, school and class affiliation of a parent, and password of an LEA or an LEA end user (e.g., a parent or teacher) but shall otherwise exclude LEA's end user data as well as any student registration data.

Provider may process Account Data, as an independent controller, for one of the following exhaustive list of purposes:

(i)   Billing, account, and LEA and LEA end user relationship management and related end user correspondence (e.g., mailings about necessary updates and product capabilities);

(ii)   Complying with and resolving legal obligations, including responding to data subject requests for Personal Information processed by Provider as a controller, tax requirements, online safety and content moderation requirements (including making notifications to law enforcement where required by law), agreements and disputes, and enforcing Provider's rights; and

(iii)   Any Family Chat and Family Communities as defined above.

EXHIBIT B: SCHEDULE OF STUDENT DATA

Data Elements Collected by Product - indicate Required (R)

or Optional (O)

In order to perform the Services, the Student Data or school data (e.g. parent or teacher data as specifically noted which shall not be deemed "Student Data" for purposes of the DPA restrictions) processed by Provider on behalf of LEA is set forth below. LEA should not provide any medical or health-related data.

* Note: Per Exhibit A, the products listed directly below are NOT considered school products, and data provided in connection with
these are not considered Student Data or "school data":
  ● *Family Chat*
  ● *Family Communities*
  ● *Home Island*
  ● *ClassDojo Plus Non-School Use Features*
  ● *Parent AI Tools*
● *Dojo Tutor - except for certain Dojo Tutor Information when specifically shared at the direction of the parent*
  or any Dojo Tutor services to be contracted to be part of the Services
  ● *Linked Data - to be used in both the school Services and the Outside School Account*
  ● *Parent Account Data - to be used in both the school Services and Outside School Account as noted in Section 4*
    of Exhibit "A"

Category of Data / Data Elements	PRODUCT NAME(S) ClassDojo *Classroom Management Tools, including Class and School Stories and Student Portfolios*	PRODUCT NAME(S) ClassDojo for Districts Rostering Single Sign On (SSO)	PRODUCT NAME(S) Dojo Islands ("Class Islands") *Optional Product, at Teacher / Classroom discretion*	PRODUCT NAME(S) ClassDojo Plus & Premium Features (school features only)	PRODUCT NAME(S) AI Classroom Tools ("Sidekick") and Productivit y Tools	PRODUCT NAME(S) Dojo Tutor (when shared by parents with Schools) *Only when specific information is shared at the direction of the parent from Dojo Tutor to their child's teacher will this become Student Data.*
Application Technology MetaData						
IP Addresses of users, use of cookies, etc.	√ (R)	√ (R)	√ (R)	√ (O)	√ (O)	√ (R)
Other application technology metadata	√ (R)	√ (R)	√ (R)	√ (O)	√ (O)	NA

If 'Other' checked, please specify below checked box:	You can find further details about our collection and processing here: *https://www.classdojo.com/cookies-policy* *https://classdojo.com/transparency*	You can find further details about our collection and processing here: *https://www.classdojo.com/cookies-policy* *https://classdojo.com/transparicy*	You can find further details about our collection and processing here: *https://www.classdojo.com/cookies-policy* *https://classdojo.com/transparency*	You can find further details about our collection and processing here: *https://www.classdojo.com/cookies-policy* *https://classdojo.com/transparency*	NA	NA
Application Use Statistics						
Metadata on user interaction with application	✓(R) *Product Events, Aggregate User Interaction Data (Non-PII)*	✓(R) *Product Events, Aggregate User Interaction Data (Non-PII)*	✓(R) *Product Events, Aggregate User Interaction Data (Non-PII)*	✓(R) *Product Events, Aggregate User Interaction Data (Non-PII)*	✓(O) *Product Events, Aggregate User Interaction Data (Non-PII)*	✓(O) *Product Events, Aggregate User Interaction Data (Non-PII)*
Assessment						
Standardized test scores	NA	NA	NA	NA	NA	NA
Observation data	✓(O) *Observation data about Students is optional and only collected if Teachers, School Leaders, and/or ClassDojo Admins opt to use the "Feedback Points" feature in the classroom or school. Note this data is automatically deleted on a rolling 365-day basis and observation data does not include product events.*	NA	NA	✓(O) Enhanced progress reports as of ClassDojo Plus allow parents access to a whole year of feedback point reports which help parents track their children's progress.	✓(O) Please see Provider's AI Transparency page located: https://www.classdojo.com/ai-tools-transparency-note/ For detailed information on data collected and used.	✓(O) Only when specific information is shared at the direction of the parent from Dojo Tutor to their child's teacher through ClassDojo as noted above (e.g. Tutor Assessments)
Voice recordings	✓(O) Students can submit voice recordings	NA	NA	NA	NA	NA

	directly through their student portfolios, including to complete teacher assignments in a creative way				
Other assessment data	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:					

Attendance					
Student school (daily) attendance data	✓ (O) *Optional, only if Teacher(s) elect to record.*	✓ (O) *Optional, only if Teacher(s) elect to record.* Attendance can only be captured at the class level, and it stays within ClassDojo, it is not passed back to the SIS. It's voluntary by the teacher.	NA	NA	NA	NA
Student class attendance data	✓ (O) *Optional, only if Teacher(s) elect to record. Details here.*	✓ (O) *Optional, only if Teacher(s) elect to record. Details here.* Attendance can only be captured at the class level, and it stays within ClassDojo, it is not passed back to the SIS. It's voluntary by the teacher.	NA	NA	NA	NA

Communication						
Online communication captured (emails, blog entries)	✓(O) *Parents & Teachers only:* ClassDojo enables communicatio n and content sharing between Teachers and Parents through Chats, Class Story, and School Story. More information can be found here: https://help.classdo jo.com/hc/ en-us/articles/441320 8601357-What-are-ClassDojo-s-Collaboration-Features#h_01K0 XA5K36ZTHWS1 MB9H2JRC6F	✓(O) *Parents & Teachers or District Admin only:* - Emails - 1-way district messaging between parents and LEAs ("District Announceme nts") - In-App Messages - District Announcements via SMS & Email	✓(O) No free chat or open text fields. Only a limited set of selected emojis and preset messages that students can use in Class Islands.	NA	NA	NA
Conduct						
Conduct or behavioral data	✓(O) *Conduct data about Students is optional and only collected if Teachers, School Leaders, and/or ClassDojo Admins opt to use the "Feedback Points" feature. Note this data is automatically deleted on a rolling 365-day basis*	NA	NA	✓(O) Enhanced progress reports as of ClassDojo Plus allow parents access to a whole year of progress reports and see insights into specific skills, point streaks (for positive behavior), etc.	✓(O) Please see Provider's AI Transparency page located: https://www.clas sdojo.com/ai-tools-transparency-note/ For detailed information on data collected and used.	NA
Demographics						
Date of birth	✓(R) *Teachers only, for verification purposes.*	NA	NA	NA	NA	NA
Place of birth	NA	NA	NA	NA	NA	NA
Gender	NA	NA	NA	NA	NA	NA
Ethnicity or race	NA	NA	NA	NA	NA	NA

Language information (native, or primary language spoken by student)	✓ (R) *Inferred via browser/device preferences and not collected*	NA	NA	NA	NA	NA
Other demographic information	NA	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:						
Enrollment						
Student school enrollment	✓ (R)	✓ (O)	NA	NA	NA	NA
Student grade level	✓ (R)	✓ (O)				NA
Homeroom	NA	✓ (O) *Only through Rostering and/or SIS, and if labeled as "Homeroom"*	NA	NA	NA	NA
Guidance counselor	NA	NA	NA	NA	NA	NA
Specific curriculum programs	NA	NA	NA	NA	NA	NA
Year of graduation	NA	✓ (O)	NA	NA	NA	NA
Other enrollment information	NA	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:						
Parent/Guardian Contact Information						
Address	NA	NA	NA	NA	NA	NA

Email	✓ (R) *Connecting parents is optional. If Teachers opt into that functionality, email is required. A teacher invites a Parent / Guardian via*	✓ (O)	NA	NA	NA	NA
	email or a Parent / Guardian account can be created by the parent & connected to a student. Parent-provided emails will be considered Account Data and not school data.					
Phone	✓ (O) *Optional, only if a Teacher provides to invite a Parent/Guardian via SMS. Parent-provided phone numbers will be considered Account Data and not school data.*	✓(O)	NA	NA	NA	NA
Parent/Guardian ID						
Parent ID number (created to link parents to students)	✓(R) Internally created to link parents to students	✓ (R) From the SIS	NA	✓(R) Internally created to link parents to students	NA	NA

Parent/Guardian Name						
First and/or last	✓ (R) *Parent-provided names will be considered Account Data and not school data.*	✓ (R)	NA	✓ (O) *Parent-provided names will be considered Account Data and not school data.*	NA	NA
Schedule						
Student scheduled courses	✓ (R)	✓ (O)	NA	NA	NA	NA
Teacher names	✓ (R)	✓ (O)	✓ (R)	NA	NA	NA
Special Indicator						
English language learner information	NA	NA	NA	NA	NA	NA
Low-income status	NA	NA	NA	NA	NA	NA
Medical alerts/health data	NA	NA	NA	NA	NA	NA
Student disability information	NA	NA	NA	NA	NA	NA
Specialized education Services (IEP or 504)	NA	NA	NA	NA	NA	NA
Living situations (homeless/foster care)	NA	NA	NA	NA	NA	NA
Other indicator information	NA	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:						NA
Student Contact Information						
Address	NA	NA	NA	NA	NA	NA

Email	✓ (O) If the child's teacher has set up Google sign-in, the child can log into their ClassDojo student account using their Google email address and password.	NA	NA	NA	NA	NA
Phone	NA	NA	NA	NA	NA	NA
Student Identifiers						
Local (school district) ID number	✓ (R)	✓ (R)	NA	NA	NA	NA
State ID number	NA	NA	NA	NA	NA	NA
Provider/app assigned student ID number	✓ (R)	✓ (R)	✓ (R)	✓ (O)	NA	NA
Student app username	✓ (R) *More info on student logins here.*	✓ (R)	NA	NA	NA	NA
Student app passwords	✓ (R) *More info on student logins here.*	✓ (R)	NA	NA	NA	NA
Student Name						
First and/or last	✓ (R)	✓ (R)	✓ (R)	✓ (R)	NA	NA
Student In App Performance						
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)	✓ (R) *Product events and progress within a particular feature are tracked.*	✓ (O)	✓ (R) E.g., game state, build state, and progress on Class Islands	NA	NA	NA
Student Program Membership						

Academic or extracurricular activities a student may belong to or participate in	NA	NA	NA	NA	NA	NA
Student Survey Responses						
Student responses to surveys or questionnaires	NA	NA	NA	NA	NA	NA
Student Work						
Student generated content; writing, pictures, etc.	✓ (O) *Can be teacher assigned projects or uploaded by students in class.*	NA	NA	✓ (O) For memories (like photos and videos shared in class), as well as Homework progress as part of Homework Helper		NA
Other student work data	NA	NA	✓ (O)	NA	NA	NA
If 'Other' checked, please specify below checked box:			Student-generated content created through the use of ClassDojo designed "building blocks" within Class Islands (e.g. buildings, maps and worlds) *and tracking of fictional currency earned/spent in Class Islands as well as any virtual goods acquired.*			
Transcript						
Student course grades	NA	NA	NA	NA	NA	NA
Student course data	NA	NA	NA	NA	NA	NA
Student course grades/performance scores	NA	NA	NA	NA	NA	NA

Other transcript data	NA	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:						
Transportation						
Student bus assignment	NA	NA	NA	NA	NA	NA
Student pick up and/or drop off location	NA	NA	NA	NA	NA	NA
Student bus card ID number	NA	NA	NA	NA	NA	NA
Other transportation data	NA	NA	NA	NA	NA	NA
If 'Other' checked, please specify below checked box:						
Other						
Other data collected	✓ (R)	✓ (R)	✓ (R)	✓ (R)	✓ (O)	NA

If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:	Please see the Information Transparen cy Chart *(https://www .classdojo.c om/transpar ency)* for additional details regarding: • *Categori es of Student Data* • *Categori es of Data Subjects the Student Data is collected from and the source of the Student Data* • *Nature and purpose of the Processi ng activities of the*	Please see the Information Transparency Chart *(https://www.cla ssdojo.com/tran sparency)* for additional details regarding: • *Categories of Student Data* • *Categories of Data Subjects the Student Data is collected from and the source of the Student Data* • *Nature and purpose of the Processing activities of the Student Data* • *Country in which the Student Data is stored* • *List of any Special Categories of Student Data collected*	Please see the Information Transparency Chart *(https://www.cla ssdojo.com/tran sparency)* for additional details regarding: • *Categories of Student Data* • *Categories of Data Subjects the Student Data is collected from and the source of the Student Data* • *Nature and purpose of the Processing activities of the Student Data* • *Country in which the Student Data is stored* • *List of any Special Categories of Student Data collected*	Please see the Information Transparency Chart *(https://www.cla ssdojo.com/tran sparency)* for additional details regarding: • *Categories of Student Data* • *Categories of Data Subjects the Student Data is collected from and the source of the Student Data* • *Nature and purpose of the Processing activities of the Student Data* • *Country in which the Student Data is stored* • *List of any Special Categories of Student Data collected*	Please see Provider's AI Transparency page located: https://www.clas sdojo.com/ai-tools-transparency-note/ For detailed information on data collected and used.	
Student Data • *Country in which the Student Data is stored* • *List of any Special Categories of Student Data collected (currently none)* • *Categories of other non-student school users (e.g. teachers, school administrators, and parents) data collected*						
None						

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

Current list of Sub-Processors: https://www.classdojo.com/third-party-service-providers

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

Green Bay Area Public Schools 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:

_____ 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:

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 "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Green Bay Area Public School District** ("Originating LEA") which is dated [   ], to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: _____.

ClassDojo, Inc.

Signed by:

BY: _____ *Jeff Buening* _____   Date: _____ 11/25/2025 | 7:40 AM PST _____
28F6E5F8C1024EF...

Printed Name: _____ Jeff Buening _____   Title/Position: _____ GM _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the **Green Bay Area Public School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

[**Insert Name of Subscribing LEA**]

BY: _____

Date:_____   Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

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<u>**EXHIBIT "F"**</u>

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization (ISO)	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)	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

<u>EXHIBIT "G"</u> – Supplemental SDPC State Terms for Wisconsin
Version _____

[The State Supplement is an *optional* set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H" – Additional Terms or
Modifications

LEA and Provider agree to the following additional or replacement terms and modifications which will be effective simultaneously with the attached DPA. The following sections shall be modified (as indicated by the track changes) and replaced with the language set forth below.

1. **Article I: Purpose and Scope**

    .

    Changes to Article I, Section 1 (Purpose of DPA) as set forth below:

    In the second sentence of Section 1, the words "these services" shall be replaced with "the Services".

    **Reason for changes: With respect to the defined term "Services" this term is meant to refer to the Provider Services as set forth in Ex. A, not "services" as that term is used generally, so correcting the reference in Section one to accuracy reflect "Services" in this DPA.

2. **Article II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

    Changes to Article II, Section 2 as indicated below:

    Parent, Legal Guardian and Student Access. ~~To the extent required by law, t~~The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) 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~~ and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary, Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA's direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than 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, legal guardian or student, whichever is sooner) to the LEA's request for Student Data held by the Provider to view or correct as necessary. In the event that a parent or legal guardian of a student or eligible student ~~other individual~~ contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data ~~accessed pursuant to~~ collected by or generated through the Services, the Provider shall refer ~~the parent or individual~~ that person to the LEA, who will follow the necessary and proper procedures regarding the requested information, provided however, that Provider may also allow for direct access requests (but not correction or deletion rights) of Student Data and/or Education Records from a verified parent . In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as otherwise provided in this DPA.

    This NDPA does not impede the ability of students, or student's parent or legal guardian to download, export, transfer, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

**Reason for changes: Necessary to reflect the functioning of the Services and to make the language on Student-Generated Content consistent within Section 2 with respect to parents and legal guardians. This also helps to ease the administrative burden on schools given Provider has a direct relationship with parent users who sign up for the Service with Provider (after receiving an invite link or code from their child's teacher), and this process is only for access rights nothing more. Without this direct parent to Provider access request process, LEA's must create and staff a process to collect the parent access request and then will need to send the access request back to Provider to respond anyway given LEA does not have the direct ability to provide the Student Data collected from the Services directly to parents.

Add New Section 6 to Article II per the language indicated below:

6. Outside School Account. Students, parent, and family users may have personal or non-school accounts (i.e. for use of Provider at home not related to school) in addition to school accounts ("**Outside School Account(s)**"). An Outside School Account of a student may also be linked to their student account with the Student Data elements as further described in **Exhibit "A" ("Linked Data")**. Similarly, an Outside School Account of a parent or family may be linked to their parent or family account used in school. Student Data shall not include Linked Data or information a student, parent or family provides to Provider through such Outside School Accounts independent of the student's or parent's engagement with the Services at the direction of the LEA. Additionally, any information a parent or family provides to Provider through such Outside School Account shall not be considered school data or information and shall not be owned or controlled by the LEA. Notwithstanding anything to the contrary, the Service shall not include the Outside School Accounts and therefore this DPA shall not apply to the provision of services by Provider to any person under an Outside School Account. Additionally, if Student Generated Content is stored or maintained by the Provider as part of the Services, Provider may, at the request of the LEA, or the student or the student's parent or legal guardian, transfer said Student Generated Content to a separate student account or the Outside School Account upon termination of the Service Agreement, or upon request by the parent or student; provided, however, such transfer shall only apply to Student Generated Content that is severable from the Service. Linked Data shall not be subject to Section 4.6 (Disposition of Data).

**Reason for changes: New Section 6 added is necessary to clarify how the Services function.

3.   **Article IV: DUTIES OF PROVIDER**

Changes to Article IV, Section 4 as indicated below:

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 Ppersonally Iidentifiable Iinformation 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 protect the integrity or security of the Service, 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.

**Reason for changes: Necessary to maintain consistency with applicable state student privacy laws, (for example, SOPIPA and other similar state student privacy laws) that allow disclosure "To protect the safety of users or others or security of the site" without this further qualification.

4. **Article IV: DUTIES OF PROVIDER**

    Changes to Article IV, Section 5 as indicated below:

    De-Identified Data. Provider agrees not to attempt to re-identify D~~d~~e-I~~i~~dentified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws ~~FERPA~~, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, ~~and~~ development, and improvement 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 Student Data shall survive termination of this DPA or any request by LEA to return or destroy ~~dispose of~~ Student Data. ~~Except for Subprocessors,~~ Provider agrees not to transfer D~~d~~e-I~~i~~dentified Student Data to any third 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.~~ Any Subprocessors or other third party must agree to protect Student Data in a manner no less stringent than the terms of the DPA. 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 D~~de~~-I~~i~~dentified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

    **Reason for changes: Necessary to maintain consistency with FERPA, and state student privacy laws related to the disclosure of De-Identified Data. In addition, the changes with respect to Subprocessors is to match the language already set forth in Article II, Section 5 regarding "Subprocessors".

5. **Article IV: DUTIES OF PROVIDER**

    Changes to Article IV, Section 4 as set forth below:

    The word "subprocessor" shall be replaced with "Subprocessor" in the second sentence of Section 4.

    **Reason for changes: "Subprocessor" is a defined term, so making this minor correction to ensure the defined terms are reflected accurately.

    Changes to Article IV, Section 5 as set forth below:

    The word "de-identified" shall be replaced with "De-Identified" throughout Section 5.

    **Reason for changes: "De-Identified" is a defined term, so making this minor correction to ensure the defined terms are reflected accurately.

    Changes to Article IV, Section 7 as set forth below:

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Advertising Limits. Provider is prohibited from using, disclosing, or Selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA or as authorized by the parent or legal guardian; or (c) for any commercial purpose other than to provide (which shall include maintaining, developing, supporting, improving, and diagnosing) the Service to the LEA, or as authorized by the LEA or the parent/guardian, or as permitted by applicable law. Targeted Advertising is strictly prohibited. However, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations or sending Program Communications (as defined in the additional Definitions section of this Ex. H) to account holders); or (ii) to make provide product recommendations to teachers or LEA employees for employment, school, educational or other learning purposes within a school service when such recommendation is not determined in whole or part by payment or consideration from a third party; or (iii) to notify student users about Service updates or new features that do not substantially alter the Service and that are not considered Targeted Advertising; or (iv) to notify non-Student account holders about new education product updates, features, or Sservices; or (v) from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

**Reason for changes: Necessary to better align with state student privacy laws and also to provide clarification on allowed use of Student Data given the current language was confusing.

6. **Changes to Exhibit C: Definitions**

6.1 Add – the term "Program Communications" – this is necessary for Changes requested in Section 4.7

Program Communications: Shall mean in-app or emailed communications relating to Provider's educational services, including prompts, messages, and content relating to the use of the Service, for example; onboarding and orientation communications, prompts for students to complete, or teachers to assign exercises or provide feedback as part of the learning exercise, periodic activity reports, suggestions for additional learning activities in the Service, service updates (for example new features or content, including using for at home learning opportunities), and information about special or additional programs (e.g. ClassDojo Plus or Dojo Tutoring) offered through the Services or the Provider's websites or applications.

6.2 Add – The term "Sell" or "Selling". Anywhere the term "sell" or "selling" is used in the DPA (even if not capitalized), it shall be defined as set forth below.

Sell or Selling: For the purposes of this DPA "sell" or "selling" does not include those actions described as permitted in Article IV, Section 4. In addition, Provider is also not "selling" Student Data or Personal Information if (i) if a user directs Provider to intentionally disclose Student Data or uses the Service to intentionally interact with a third party, provided that such third party also does not Sell the Student Data; or (ii) if a parent or other third party authorized by the parent lawfully acquires Student Data (e.g., enhanced classroom reports or memories (photos)) for a fee or for free.

6.3 Changes to the term "Student Data" as set forth below:

Student Data: Student Data includes any Personally Identifiable Information data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Eeducational Rrecord 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,

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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, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes MetaDdata that has not been stripped of all direct and indirect identifiers. Student Data further includes "Ppersonally Iidentifiable Iinformation (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 include constitute Student-Generated Content pursuant to Article II, Section or properly De-Identified Data or anonymous usage data that information that has been anonymized or de-identified, or anonymous usage data regarding a student's or LEA's use of Provider's Services. Student Data shall also not include (i) information or data, including Personally Identifiable Information, a student, parent, or family provides to Provider through an Outside School Account independent of the student's, parent's or family's engagement with the Services at the direction of the LEA; (ii) and Linked Data.

**Reason for changes: New definition contained in 6.2, as well as the changes to Student Data, are necessary to reflect the way Provider's Services operate with respect to Outside School Accounts and Linked Data. Additional changes to qualify as Personally Identifiable Information to match state student privacy laws and with respect to Student-Generated Content to match Article II.

6.4 Changes to the term "Targeted Advertising" as set forth below:

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the Provider's operator's Iinternet 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 Contextual Advertising or a student's response or request for information or feedback.

**Reason for changes: Adding to match definitions in state student privacy laws.

6.5 Any defined term used in Exhibit G shall be shown as first letter capitalized.

**Reason for changes: There are a few instances where defined terms are not shown with first letter capitalization so this is needed to provide clarity for the parties. With respect to the defined term "Services" this shall only be first letter capitalized where such term is meant to refer to the Provider Services as set forth in Ex. A, not "services" as that term is used generally.

6.6 Add the term "Contextual Advertising" as follows:

Contextual Advertising: Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

**Reason for changes: Adding to provide the "Contextual Advertising" definition for this defined term referenced in the "Targeted Advertising" definition above.

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