

**TAYLOR PUBLISHING COMPANY  
STUDENT DATA PRIVACY AGREEMENT**

This Student Data Privacy Agreement (“DPA”) is incorporated by reference into the Service Agreement (as defined below) entered into by and between the customer set forth below (hereinafter referred to as “LEA”) and Taylor Publishing Company dba Balfour (hereinafter referred to as “Provider”) effective as of the date the DPA is accepted by LEA (“Effective Date”) (each of Provider and LEA, a “Party” and together “Parties”). The Parties agree to the terms as stated herein.

**RECITALS**

**WHEREAS**, the Provider has agreed or will agree to provide the LEA with certain publishing services as described in Exhibit A, pursuant to that certain agreement between Balfour and LEA dated \_\_\_\_\_, 2020 (the “Service Agreement”); and

**WHEREAS**, in order to provide the Services described in Exhibit A, the Provider may receive or create and the LEA may provide documents or data that are covered by several federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g and 34 CFR Part 99, Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6502; Protection of Student Rights Amendment (“PPRA”) 20 U.S.C. 1232h; the Individuals with Disabilities Education Act (“IDEA”), 20 U.S.C. §§ 1400 *et. seq.*; and

**WHEREAS**, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to various state student privacy laws; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Services and Service Agreement 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. PURPOSE AND SCOPE**

- 1.1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (as defined in Exhibit “C”) transmitted to Provider from the LEA and it’s users pursuant to the Service Agreement including compliance with all applicable federal and state privacy statutes, including the FERPA, PPRA, COPPA, and IDEA This DPA, together with the Service Agreement, is the “Agreement”.
- 1.2. Nature of Services Provided.** Pursuant to and as fully described in the Service Agreement, Provider has agreed to provide the publishing services as set forth in Exhibit “A” hereto and any other products and services that Provider may provide now or in the future (the “Services”).
- 1.3. Student Data to Be Provided.** In order to perform the Services described in this Section and the Service Agreement, LEA shall provide the categories of data indicated in the

Schedule of Data, attached hereto as Exhibit “B”.

- 1.4. **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 all other writings, including, but not limited to, the Service Agreement, privacy policies or any terms of service.

## 2. DATA OWNERSHIP AND AUTHORIZED ACCESS

- 2.1. **Student Data Property of LEA**. All Student Data or any other Education Records (as defined on Exhibit C) transmitted to the Provider pursuant to this Agreement is and will continue to be the property of and under the control of the LEA, or to the party who provided such data (such as the student or parent.). The Provider further acknowledges and agrees that all copies of such Student Data or any other Education Records transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are also subject to the provisions of this Agreement in the same manner as the original Student Data or Education Records. The Parties agree that as between them, all rights, including all intellectual property rights, in and to Student Data or any other Education Records contemplated per this Agreement shall remain the exclusive property of the LEA or the party who provided such data (such as the student or parent).
- 2.2. **Exemptions under FERPA**. LEA may not generally disclose Personally Identifiable Information from an eligible student’s Education Record to a third-party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“FERPA Exemption(s)”), including the exemption for Directory Information (“Directory Information Exemption”) or School Official exemption (“School Official Exemption”). For the purposes of FERPA, to the extent Personally Identifiable Information from Education Records are transmitted to Provider from LEA or from students using accounts at the direction of the LEA, the Provider shall be considered a School Official (as defined on Exhibit C), under the control and direction of the LEAs as it pertains to the use of Education Records. Additionally, certain information, provided to Provider by LEA about a student, such as student name and grade level, may be considered Directory Information (as defined on Exhibit C) under FERPA and thus not an Education Record.
- 2.3. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Personally Identifiable Information contained in the related student’s Education Records and correct erroneous information, consistent with the functionality of services. Provider shall cooperate and respond within thirty (30) days to the LEA’s request for Personally Identifiable Information contained in the related student’s Education Records held by the Provider to view or correct as necessary. In the event that a parent/legal guardian of a student or other individual contacts the Provider to review any of the Education Records or 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.

- 2.4. Third Party Request.** Should a third party, excluding a Service Provider, including, but not limited to law enforcement, former employees of the LEA, current employees of the LEA, and government entities, contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall redirect the third party to request the data directly from the LEA, unless and to the extent that Provider reasonably believes it must grant such access to the third party because the data disclosure is necessary: (i) pursuant to a court order or legal process, (ii) to comply with statutes or regulations, (iii) to enforce the Agreement, or (iv) if Provider believes in good faith that such disclosure is necessary to protect the rights, property or personal safety of Provider’s users, employees or others. Provider shall notify the LEA in advance of a compelled disclosure to a third party, unless legally prohibited.
- 2.5. No Unauthorized Use.** Provider shall not use Personally Identifiable Information contained in Student Data or in a Education Record for any purpose other than as explicitly specified in this Agreement.
- 2.6. Service Providers.** Provider shall enter into written agreements with all Service Providers performing functions pursuant to this Agreement, whereby the Service Providers agree to protect Student Data in manner consistent with the terms of this DPA. The list of Provider’s current Service Providers can be accessed through the Provider’s Privacy Policy (which may be updated from time to time).

### **3. DUTIES OF LEA**

- 3.1. Provide Data In Compliance With Laws.** LEA shall provide Student Data for the purposes of the Agreement in compliance with any applicable state or federal laws and regulations pertaining to data privacy and security, including, without limitation, the FERPA, PPRA, and IDEA. If LEA is providing Directory Information or any Education Record to Provider, LEA represents, warrants and covenants to Provider, as applicable, that LEA has:
- i.** complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the LEA deems to be Directory Information and may be disclosed and allowing parents and eligible students a reasonable amount of time to request that schools not disclose Directory Information about them; and/or
  - ii.** complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines “school official” to include service providers and defines “legitimate educational interest” to include services such as the type provided by Provider; or
  - iii.** obtained all necessary parental or eligible student written consent to share the Student Data with Provider, in each case, solely to enable Provider’s operation of the Service.

LEA represents, warrants, and covenants to Provider that it shall not provide information to Provider from any student or parent/legal guardian that has opted out of the disclosure of Directory Information. Provider depends on LEA to ensure that LEA is complying with the FERPA provisions regarding the disclosure of any Student Data that will be shared with Provider.

- 3.2. **Reasonable Precautions**. LEA shall take reasonable precautions to secure access to the Services and/or hosted data shared pursuant to the Agreement, if any.
- 3.3. **Unauthorized Access Notification**. LEA shall notify Provider immediately of any known or suspected unauthorized use or access of the Services, LEA's account, or Student Data. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized use or access.

#### 4. DUTIES OF PROVIDER

- 4.1. **Privacy Compliance**. The Provider shall comply with all applicable state and Federal laws and regulations pertaining to data privacy and security, applicable to the Provider providing the Service to LEA. Provider will ensure that its Services help LEA comply with FERPA and PPRA.
- 4.2. **Authorized Use**. Student Data shared pursuant to this Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services and for the uses set forth in the Agreement and/or as otherwise legally permissible, including, without limitation, for providing publishing services and/or communicating with students and/or their parents regarding the availability of Provider products, such as yearbooks, as well as the sale and/or potential sale of Provider products. The foregoing limitation does not apply to any De-Identified Data (as defined in Exhibit C).
- 4.3. **Employee Obligation**. Provider shall require all 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 this DPA. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the DPA.
- 4.4. **No Disclosure**. Provider shall not disclose, transfer, share or rent any Student Data obtained under the Agreement in a manner that directly identifies an individual student to any other entity other than LEA, except: (i) as authorized by the Agreement; (ii) as directed by LEA; (iii) to authorized users of the Services, including parents or legal guardians; (iv) as permitted by law; (v) in response to a judicial order as set forth in Section 2.4; (vi) to protect the safety or integrity of users or others, or the security of the Services; or (vii) to Service Providers, in connection with operating or improving the Service. Provider will not Sell (as defined in Exhibit C) Student Data.
- 4.5. **De-Identified Data**. De-Identified Data may be used by the Provider for any lawful purpose. Provider's use of such De-Identified Data shall survive termination of this

DPA or any request by LEA to return or destroy Student Data. Provider agrees not to attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees in writing not to attempt re-identification.

- 4.6. **Disposition of Data.** Provider shall, at LEA's request, dispose of or delete all Personally Identifiable Information contained in Student Data within a reasonable time period following a written request. Additionally, if a written request is received from LEA to transfer Personally Identifiable Information contained in Student Data to LEA, Provider shall transfer said Personally Identifiable Information contained in Student Data to LEA or LEA's designee within sixty (60) days of the date of such written request by LEA, or as required by law, and according to a schedule and procedure as the Parties may reasonably agree. If no written request is received, Provider shall dispose of or delete all Personally Identifiable Information contained in Student Data at the earliest of (a) when it is no longer needed for the purpose for which it was obtained or (b) as required by applicable law. Nothing in the DPA authorizes Provider to maintain Personally Identifiable Information contained in Student Data obtained under the Agreement beyond the time period reasonably needed to complete the disposition, unless a student, parent or legal guardian of a student chooses to establish and maintain a separate account with Provider for the purpose of storing Student Generated Content. Disposition shall include (1) the shredding of any hard copies of any Personally Identifiable Information contained in Student Data; (2) erasing any Personally Identifiable Information contained in Student Data; or (3) otherwise modifying the Personally Identifiable Information contained in Student Data to make it unreadable or indecipherable or De-Identified. Provider shall provide written notification to LEA when the Personally Identifiable Information contained in Student Data has been disposed pursuant to the LEA's request for deletion. The duty to dispose of Student Data shall not extend to data that has been De-Identified. The LEA may employ a "Request for Return or Deletion of Student Data" FORM, a copy of which is attached hereto as Exhibit "D".
- 4.7. **Advertising Prohibition.** Except as authorized herein, Provider is prohibited from using Personally Identifiable Information contained in Student Data to (a) serve Targeted Advertising to students or families/guardians unless with the consent of parent/guardian or LEA; (b) develop a profile of a student for any commercial purpose other than providing the Service to LEA or as authorized by the parent/guardian or LEA; or (c) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to Client, as authorized by the parent or legal guardian, or as permitted by applicable law. Personally Identifiable Information contained in Student Data should never be used or disclosed for Third-Party Advertising (as defined in Exhibit C). This section shall not be construed to (i) prohibit Provider from marketing or advertising directly to parents or other users so long as the marketing or advertising did not result from the use of Personally Identifiable Information contained in Student Data obtained by Provider from providing the Services; (ii) apply to the marketing of school memorabilia such as photographs, yearbooks, graduation regalia, or class rings, (iii) prohibit Provider from using aggregate or De-Identified Data to inform, influence or enable marketing, advertising or other commercial efforts by Provider, or (iv) prohibit Provider

from using Student Data to recommend educational products or services to parents/guardians, students or LEA's so long as the recommendations are not based in whole or part by payment or other consideration from a third party.

## 5. DATA SECURITY AND DATA BREACH

**5.1. Data Security.** The Provider agrees to employ administrative, physical, and technical safeguards consistent with industry standards designed to protect Student Data from unauthorized access, disclosure, use or acquisition by an unauthorized person, including when transmitting and storing such information. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "E" hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data. Provider shall only provide access to Student Data to employees, contractors or Service Providers that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Data shall pass criminal background checks.
- b. Destruction of Data.** Provider shall destroy or delete all Personally Identifiable Data contained in Student Data and obtained under the Agreement as set forth in Section 4.6.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet commercially reasonable practices in the transfer or transmission of any Student Data, including ensuring that Student Data may only be viewed or accessed by parties legally allowed to do so. The foregoing does not limit the ability of the Provider to allow any necessary Service Providers to view or access data as set forth in Section 4.4.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the Services.
- e. Security Technology.** When the Service is accessed using a supported web browser, the Provider will ensure that Secure Socket Layer ("SSL"), or equivalent technology that protects information, using both server authentication and data encryption, shall be employed to protect Student Data from unauthorized access. Provider shall host Student Data pursuant to the Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. Security Coordinator.** Provider shall provide the name and contact information of

Provider's security coordinator for the Student Data received pursuant to the Agreement ("Security Coordinator").

- g. Service Provider Bound.** Provider shall enter into written agreements whereby Service Providers agree to secure and protect Student Data in a manner consistent with the terms of this Section 5. Provider shall periodically conduct or review compliance monitoring and assessments of Service Providers to determine their compliance with this Section 5.
- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- i. Backups.** Provider agrees to maintain backup copies of Student Data in case of Provider's system failure or any other unforeseen event resulting in loss of Student Data or any portion thereof.

**5.2. Data Breach.** In the event that Provider becomes aware of any unauthorized disclosure of Student Data (a "Security Incident"), Provider shall provide notification to LEA as required by the applicable state law (each a "Security Incident Notification") Provider shall follow the following process:

- a.** Unless otherwise required by the applicable law, the Security Incident Notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
- b.** The Security Breach Notification described above in section 2(a) shall include such information required by the applicable state law.
- c.** To the extent LEA determines that the Security Incident triggers third party notice requirements under applicable laws, Provider will cooperate with LEA as to the timing and content of the notices to be sent. Except as otherwise required by law, Provider will not provide notice of the Security Incident directly to individuals whose Personally Identifiable Information was affected, to regulatory agencies, or to other entities, without first providing written notice to LEA.

## 6. MISCELLANEOUS

- 6.1. Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or as required by law.
- 6.2. Termination.** In the event that either party seeks to terminate this DPA, they may do so by terminating the Service Agreement as set forth therein.
- 6.3. Effect of Termination Survival.** If the DPA is terminated, the Provider shall destroy all of LEA's Personally Identifiable Information contained in Student Data pursuant to Section 4.6.

- 6.4. **Priority of Agreements.** This DPA shall govern the treatment of Student Data With respect to the treatment of Student Data, in the event there is conflict between the terms of the DPA, the Service Agreement, or any other agreement between Provider and LEA, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement, or any other agreement shall remain in effect.
- 6.5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the designated representatives:

The designated representative for the Provider for this DPA is:

Susan Cox, Sales Rep

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The designated representative for the LEA for this DPA is the individual who enters into the DPA and provides his or her relevant email address (online) during the acceptance process.

- 6.6. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the parties relating to the subject matter hereof and supersede 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.
- 6.7. **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.
- 6.8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY

AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA SIGNING THE DPA, 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 Lubbock COUNTY, OF THE STATE OF THE LEA SIGNING THE DPA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**6.9. Waiver.** No delay or omission of the LEA or Provider to exercise any right hereunder shall be construed as a waiver of any such right and the LEA or Provider (as applicable) reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

**6.10. Electronic Signature:** The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with applicable state and Federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

By signing below, I accept this DPA on behalf of the LEA. I represent and warrant that I (a) I have full legal authority to bind the LEA to this DPA; (b) I have read and understand this DPA; and (c) I agree to all terms and conditions of this DPA on behalf of the LEA I represent.

Lubbock-Cooper ISD

[NAME OF LEA]

By Authorized LEA Representative: J. Fewin Date: 1-5-2021

Printed Name: Jacque Fewin Title/Position: Executive Director of Technology

School District Name: Lubbock-Cooper ISD

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

Taylor Publishing Company dba Balfour is a publisher of school yearbooks and specialty publications. Balfour also provides the following to this district-  
Grad Supplies, Class Rings, Diplomas, Letter Jackets, Scholastic Awards

**EXHIBIT “B”**  
**SCHEDULE OF DATA**

Category of Data	Elements	Used by Company
Application Technology Metadata	IP addresses of users, use of cookies, etc.	
	Other application technology Metadata - Customers specify	
Application Use Statistics	Metadata on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data - Customers specify	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	



	Other demographic information - Customers specify	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information - Customers specify	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language Customer information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services	

	(IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information - Customers specify	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (school district) ID number	
	State ID number	
	Vendor/app assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data - Customers specify	

Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data - Customers specify	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Customers specify	
Other	Flag for artwork containing PII	

## **EXHIBIT “C”**

### **DEFINITIONS**

**“De-Identified Data”** means information that has all Personally Identifiable Information, including direct and indirect identifiers removed or obscured, such that the remaining information does not reasonably identify an individual. This includes, but is not limited to, name, date of birth, demographic information, location information and school identity.

**“Directory Information”** shall have the meaning set forth under FERPA cited as 20 U.S.C. 1232 g(a)(5)(A)

**“Education Record”** shall have the meaning set forth under FERPA cited as 20 U.S.C. 1232 g(a)(4)

**“Indirect Identifiers”** means any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. When anonymous or non-personal information is directly or indirectly linked with Personally Identifiable Information, this anonymous or non-personal information is also treated as personal information. Persistent identifiers that are not anonymized, De-Identified or aggregated are personal information.

**“Personally Identifiable Information” or “PII”** means data that can be used to identify or contact a particular individual, or other data which can be reasonably linked to that data or to that individual’s specific computer or device. Student PII includes, without limitation, those items set forth in the definition of PII under FERPA.

**“Sell”** consistent with the Student Privacy Pledge, does not include or apply to a purchase, merger or other type of acquisition of a company by another entity, provided that the company or successor entity continues to treat the Personally Identifiable Information contained in Student Data in a manner consistent with this DPA with respect to the previously acquired Personally Identifiable Information contained in Student Data.

**“Service Provider”** 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 Services, and who has access to PII.

**“School Official”** means for the purposes of this DPA and pursuant to FERPA (34 CFR 99.31 (B)), 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 education records; and (3) Is subject to FERPA (34 CFR 99.33(a)) governing the use and re-disclosure of personally identifiable information from student records.

**“Student Data”** means 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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. To the extent U.S. law applies, Student Data may include Education Records. 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 De-Identified Data or information that has been anonymized, or anonymous usage data regarding a student's use of Provider's Services.

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

**“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 website, online service or mobile application by such student or the retention of such student's online activities or requests over time and across non-affiliate websites for the purpose of targeting subsequent advertising. This does not include advertising to a student based on the content of a web page, search query or a user's contemporaneous behavior on the website or a response to a student's response or request for information or feedback, both of which are permitted.

**“Third-Party Advertising”** means direct advertising by third-parties and their products or services on the Service (i.e., such as when an advertiser would bid to place an advertisement directly on a platform). Provider does not allow third parties to advertise directly on its Service in student-user logged in areas of the Service, nor does Provider sell advertising space in logged in areas on Provider's Service. However, Provider may serve advertising themselves (including for third-party products and services Provider believes may be of interest to users) based on the content of a web page, search query or a user's contemporaneous behavior on the website.

**EXHIBIT “D”**

DIRECTIVE FOR DISPOSITION OF STUDENT DATA

LEA directs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

\_\_ Disposition is partial. The categories of Student 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 Student Data.

2. Nature of Disposition

\_\_ Disposition shall be by destruction or deletion of Student Data, including De-Identification of Student Data as set forth in Section 4.6 (“Disposition of Data”).

\_\_ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

*[Insert or attach special instructions]*

3. Timing of Disposition

Student 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

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Authorized Representative of Company

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Date

**EXHIBIT “E”**  
**DATA SECURITY REQUIREMENTS**

Provider will, at a minimum, implement the following types of security measures:

**A. Physical access control**

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Student Data are Processed\*, include:

- Establishing security areas, restriction of access paths;
- Establishing access authorizations for employees and third parties;
- Access control system (ID reader, magnetic card, chip card);
- Key management, card-keys procedures;
- Door locking (electric door openers etc.);
- Surveillance facilities, video/CCTV monitor, alarm system; and

\*Note: Student Data is stored at our Service Provider - currently AWS - and the above applies to their technical and organizational measures. In addition, we secure decentralized data processing equipment and personal computers.

**B. Virtual access control**

Technical and organizational measures to prevent data processing systems used for Student Data from being used by unauthorized persons include:

- User identification and authentication procedures;
- ID/password security procedures (special characters, minimum length, change of password); and
- Encryption of archived data media.

**C. Data access control**

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access only to such Student Data in accordance with their access rights, and that Student Data cannot be read, copied, modified or deleted without authorization, include:

- Internal policies and procedures;
- Control authorization schemes;
- Differentiated access rights (profiles, roles, transactions and objects);
- Monitoring and logging of accesses;
- Disciplinary action against employees who access Personal Data without authorization;
- Reports of access;
- Access procedure;

- Change procedure;
- Deletion procedure; and
- Encryption.

#### **D. Disclosure control**

Technical and organizational measures to ensure that Student Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Student Data are disclosed, include:

- Encryption/tunneling;
- Logging; and
- Transport security.

#### **E. Entry control**

Technical and organizational measures to monitor whether Student Data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- Logging and reporting systems; and
- Audit trails and documentation.

#### **F. Availability control**

Technical and organizational measures to ensure that Student Data are protected against accidental destruction or loss (physical/logical) include:

- Backup procedures;
- Mirroring of hard disks (e.g. RAID technology);
- Uninterruptible power supply (UPS);
- Remote storage; and
- Antivirus/firewall systems.