

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 1.0

Lodi Unified School District

and

CPM Educational Program

February 12, 2018

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Lodi Unified School District (hereinafter referred to as "LEA") and CPM Educational Program (hereinafter referred to as "Provider") on February 12, 2018. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated September 26, 2013 ("Service Agreement"); and

WHEREAS, the Provider is a non-profit that provides subscribers with e-coursebooks, digital study aids, and tutorials in mathematics; and

WHEREAS, the Provider does not use Pupil Records in the performance of its core services for LEAs; and

WHEREAS, some LEAs may transmit Pupil Records to Provider in order establish and identify individual student accounts; and

**WHEREAS**, , the Provider may receive Pupil Records that are covered by several federal statutes, among them, the Federal Educational and Privacy Rights Act ("FERPA") at 12 U.S.C. 1232 g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the Pupil Records transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

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

## 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 transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the

FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584, all as may be amended from time to time. If Provider receives Pupil Records, Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. The use and maintenance of education records by Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.

- 2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational Services described below and as may be further outlined in Exhibit “A” hereto:

Mathematics Curriculum eBooks for students of grades 6-12.

- 3. Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit “B”.
- 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 the Service Agreement.

## **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

- 1. Student Data Property of LEA.** All Student Data or any other Pupil Records 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 Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data or any other Pupil Records 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 LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer Pupil-Generated Content to a separate account, according to the procedures set forth below.
- 2. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information in the pupil's records, correct erroneous information, and procedures for the transfer of Pupil-Generated Content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil 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.
- 3. Separate Account.** Provider shall, at the request of the pupil, transfer the Pupil-Generated Content (if any) to a separate student account.

- 4. Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.
- 5. No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
- 6. Subprocessors.** Provider shall enter into written agreements with all Subprocessors who access Student Data in performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

- 1. Provide Data In Compliance With FERPA.** If LEA provides Pupil Records for the purposes of the Service Agreement it shall do in a manner that complies with the including FERPA, COPPA, PPRA, AB 1584, and SOPIPA and all other privacy statutes identified in this DPA.
- 2. Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted Data.
- 3. Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any such unauthorized access.
- 4. District Representative.** At the request of Provider, LEA shall designate an employee or agent of LEA as the LEA representative for the coordination and fulfillment of the terms of this DPA.

### ARTICLE IV: DUTIES OF PROVIDER

- 1. Privacy Compliance.** The Provider shall comply with all applicable California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA and all other privacy statutes identified in this DPA.
- 2. Authorized Use.** The Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.
- 3. Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA and all applicable privacy

statutes identified in this DPA with respect to the 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 shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. De-identified information may be used by Provider for the purposes of development and improvement of educational sites, services, or applications.
- 5. Destruction of Data.** Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Destruction shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying or obscuring the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed of and/or transferred.
- 6. Advertising Prohibition.** Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to LEA. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

## **ARTICLE V: DATA PROVISIONS**

- 1. Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "D" hereto. These measures shall include, but are not limited to:

  - a. Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements (or shall be subject to confidentiality requirements) regarding said Student Data. All new employees with access to Student Records shall pass criminal background checks.

- b. Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any Data, including ensuring that Data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all Data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- c. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to Student Data. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- d. Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology to protect Data, Provider shall use both server authentication and data encryption to help ensure that data are secure and accessible only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- e. Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- f. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

**2. Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall, upon request of the LEA, provide assistance and information so that the LEA can implement the following process:

- a.** The security breach notification provided to affected individuals 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, at a minimum, the following information:

- 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.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
- i. Information about what the parties have done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any organization that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of LEA, Provider shall notify the affected parent, legal guardian or pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

## **ARTICLE VI: GENERAL OFFER OF PRIVACY 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 this DPA 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. Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
- 2. 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.
- 3. [Reserved]**
- 4. 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 AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 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 addresses set forth herein.
- 6. Application of Agreement to Other Agencies.** Provider may agree by signing the Form of General Application to be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
- 7. Entire Agreement.** This DPA constitutes 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.
- 8. 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.

- 9. Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

CPM Educational Program

BY: Elizabeth E. Coyner

Date: February 12, 2018

Printed Name: Elizabeth Coyner

Title/Position: Executive Director

Address for Notice Purposes:

Attn: Executive Director

9498 Little Rapids Way

Elk Grove, CA 95758

*EAH*  
*2/13/2018*

Lodi Unified School District

BY: AM

Date: 2/13/2018

Printed Name: Leonard Khan

Title/Position: Chief Business Official

Address for Notice Purposes:

1305 E. Vine Street

Lodi, CA 95240

***Note: Electronic signature not permitted.***

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

Provider will provide access to Grades 6-12 teacher and student edition eBooks and digital resources for mathematics curriculum (“Services”).

Provider does not require any Personally Identifiable Information of students or LEA personnel in order to provide access to the Services. The Services do not store any Pupil-Generated Content and Provider does not gather or maintain any Pupil-Generated Content.

## **EXHIBIT B**

### SCHEDULE OF DATA GATHERED BY PROVIDER OR PROVIDED BY LEA TO PROVIDER

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please 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-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
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	Not required
Special Indicator	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact Information	Address	
	Email	If CPM IDP*
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Vendor/App assigned student ID number	
	Student app username	X
	Student app passwords	If CPM IDP*
Student Name	First and/or Last	Not required
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 -Please specify:	

Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop	

	off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

**\*“If CPM IDP”** means if CPM is the identification provider, CPM will need the student’s email to verify their identity as an authorized licensed user.

## EXHIBIT C

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to Pupil Records.

**De-Identified Information (DII):** De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from Student Data in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3:** Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term “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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, personally identifiable student data, metadata, and user or Pupil-Generated Content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians for purposes of using the Services under the Service Agreement. PII includes, without limitation, at least the following to the extent such information is not “directory information” under FERPA:

First and Last Name	Home Address
Telephone Number	Email Address
Discipline Records	Test Results
Special Education Data	Juvenile Dependency Records
Grades	Evaluations
Criminal Records	Medical Records
Health Records	Social Security Number
Biometric Information	Disabilities
Socioeconomic Information	Food Purchases
Political Affiliations	Religious Information
Text Messages	Documents
Student Identifiers	Search Activity
Photos	Voice Recordings
Videos	

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty  
Information in the Student's Educational Record  
Information in the Student's Email

**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 Pupil Records. Within the DPA the term "Provider" includes the term "Third Party" as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and the term "Operator" as defined in SB 1177, SOPIPA.

**Pupil-Generated Content:** The term "Pupil-Generated Content" means materials or content created by a pupil during and for the purpose of education 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 such pupil content.

**Pupil Records:** Both the following: (1) any information that directly relates to a pupil that is maintained by LEA; and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee.

**SB 1177, SOPIPA:** The requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement:** The Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this DPA and pursuant to 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 education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**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, PII, Pupil Records, and Pupil-Generated Content. Student Data as specified in Exhibit B is confirmed to be collected or processed by the Provider pursuant to provision of the Services. Student Data shall not constitute that information that has been anonymized or de-identified, including aggregated DII used by Provider to improve educational products for adaptive learning purposes and for customized pupil learning, to demonstrate effectiveness of its products in marketing, and development and improvement of education sites, services, and applications.

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

**Subprocessor:** For the purposes of this Agreement, 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 software and who has access to PII. This term shall also include in its meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, Pupil Records or Pupil-Generated Content 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.

**Third Party:** The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."



**EXHIBIT D**

**DATA SECURITY REQUIREMENTS**

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

**1 . Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and \_\_\_\_\_ School District and which is dated \_\_\_\_\_ to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

CPM Educational Program

BY:

Date:

Printed Name: \_\_\_\_

Title/Position: \_

**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.

\_\_\_\_\_ School District

BY:

Date:

Printed Name:

Title/Position:

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