

WISCONSIN STUDENT DATA PRIVACY AGREEMENT

School District/Local Education Agency: Menasha Joint School District

AND

Provider: Scholastic Inc.

Dated June 24, 2020

This Wisconsin Student Data Privacy Agreement (“DPA” or “Agreement”) is entered into by and between the Menasha Joint School District (hereinafter referred to as “LEA”) and Scholastic Inc. (hereinafter referred to as “Provider”) on June 24, 2020. 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 separate license agreement (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family 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. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to Wisconsin state student privacy laws, including pupil records law under Wis. Stat. § 118.125 and notice requirements for the unauthorized acquisition of personal information under Wis. Stat. § 134.98; and

WHEREAS, for the purposes of this DPA, Provider is a provider of digital educational software or services, including cloud-based services, which may include the digital storage, management and retrieval of pupil records; and

WHEREAS, for the purposes of this DPA, Provider is a school district official with legitimate educational interests in accessing Educational Records pursuant to the Service Agreement; 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” (Exhibit “E”), agree to allow other LEAs in Wisconsin 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 LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, and applicable Wisconsin law, all as may be amended from time to time. In performing these services, the Provider shall be considered a School District Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

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

Provider only uses Student Data as necessary to provide students and teachers with access to the licensed educational products and services for the benefit of the LEA.

3. **Student Data to Be Provided.** The Parties shall indicate the categories of Student Data to be provided 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 term used in the Service Agreement.

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 Agreement 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 District 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 Student Data 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 timely manner (and no later than 60 days from the date of the request or such shorter period as may be required by applicable law) to the LEA’s request for Student Data 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 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is linked or linkable to an individually identifiable student and severable from the Service, and provided further, nothing contained herein shall obligate Provider to maintain separate student accounts.

4 **Third Party Request.** Subject to applicable law, should a Third Party, including law enforcement and government entities, contact Provider with a request for LEA 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 as soon as possible in advance of a compelled disclosure to a Third Party.

5 Subprocessors. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA, as well as state and federal law.

ARTICLE III: DUTIES OF LEA

1. Privacy Compliance. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, and applicable Wisconsin law.

2. Annual Notification of Rights. The LEA shall include a specification of criteria under FERPA 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 data. LEA agrees to treat any information provided by Provider hereunder (including without limitation any incident response plan) as Provider's confidential information and to protect it against public disclosure, to the maximum extent permitted by law.

4. 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 unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. Privacy Compliance. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, and applicable Wisconsin law.

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 stated in the Service Agreement and as further described herein (e.g., in Exhibit "B" attached hereto) and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, without the express written consent of the LEA.

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 the Service Agreement.

4. No Disclosure. Except as required by applicable law, Provider shall not copy, reproduce or transmit any Student Data obtained under the Service Agreement and/or any portion thereof, except

as necessary to fulfill the Service Agreement.

5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any student data; (2) erasing; or (3) otherwise modifying or de-identifying the personal information in those records to make it unreadable or indecipherable by human or digital means or incapable of re-identification. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Upon written request, Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within sixty (60) calendar days of receipt of said request.

a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer pupil generated content to a separate account, pursuant to Article II, section 3, above.

b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement, at the LEA’s written request, Provider shall dispose or delete all Student Data obtained under the Service Agreement, as further detailed above.

6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, 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 “F” 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, at a level suggested by the applicable standards, as set forth in 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. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data or be subject to confidentiality obligations consistent with the terms of this Agreement. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards 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. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit Student Data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA or as required by applicable law.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, on request, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect Student Data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host Student Data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator (or the individual performing a comparable function) for the Student Data received pursuant to the Service Agreement.
- g. 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.
- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

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 Provider's awareness of the incident, and not exceeding thirty (30) days or such shorter time as may be required by applicable law. Provider shall follow the following process:

- a. The security breach 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, 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 because 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 agency has 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. Provider agrees to adhere to all requirements in applicable state and federal law 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.
- e. 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 copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA or otherwise required by applicable law. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not

unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. 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 StudentData.

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 in 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.

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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. Effect of Termination Survival. If the Service Agreement is terminated, unless otherwise instructed by the LEA, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. Priority of Agreements. This DPA shall govern the treatment of Student Data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the 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, 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 before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Gregorey W. Kehring

Title: Information Privacy Coordinator

Contact Information:

kehringg@mjsd.k12.wi.us
100 Main St STE 300
Menasha, WI 54952
920-967-1848

The designated representative for the Provider for this Agreement is:

Name: Toni Abrahams _____
Title: VP of Operations,
Scholastic Education

Contact Information:

Scholastic Inc.
557 Broadway
New York, NY 10012

Email: tbrahams@scholastic.com
Customer service: digitalservice@scholastic.com
Dedicated education technology privacy email: edtechprivacy@scholastic.com

With a copy of legal notices to: Scholastic Inc., Attn: EVP/General Counsel, 557 Broadway, New York, NY 10012.

- b. Notification of Acceptance of General Offer of Privacy Terms.** Upon execution of Exhibit "E", General Offer of Privacy Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for notice of acceptance of the General Offer of Privacy Terms is:

Name: Toni Abrahams
Title: VP of Operations, Scholastic Education

Contact Information:

Scholastic Inc.
557 Broadway, New York, NY 10012
rfp-scholastic@scholastic.com

- 6. 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.

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.

8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Authority. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, and that it shall be responsible for the compliance with the terms of this Agreement by all related or associated institutions, individuals, or employees or contractors who may have access to the Student Data and/or any portion thereof pursuant to authorization from Provider..

10. Intentionally deleted.

11. 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.

[Signature Page Follows]

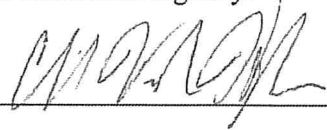
IN WITNESS WHEREOF, the parties have executed this Wisconsin Student Data Privacy Agreement as of the last day noted below.

Provider: SCHOLASTIC INC.


BY: Toni Abrahams Date: June 25, 2020

Printed Name: Toni Abrahams Title/Position: VP of Operations, Scholastic Education

Local Education Agency:

BY:  Date: 7/14/20

Printed Name: Chris L. Vander Hayden Title/Position: Superintendent

BY:  Date: 7/1/2020

Printed Name: Greg Kehring Title: Information Privacy Coordinator

EXHIBIT "A"

DESCRIPTION OF SERVICES

See Scholastic's current list of digital education products at www.scholastic.com/edtechprivacy.htm

EXHIBIT "B"

SCHEDULE OF DATA

| Category of Data | Elements | Check if used by your system | Category of Data | Elements | Check if used by your system |
|----------------------------------|--|------------------------------|-------------------------------------|--|------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | X | | Gender | |
| | Other application technology meta data-Please specify: | None | | Ethnicity or race | |
| Application Use Statistics | Meta data on user interaction with application | X | | Language information (native, preferred or primary language spoken by student) | |
| | | | | Other demographic information-Please specify: | |
| Assessment | Standardized test scores | | Enrollment | Student school enrollment | X |
| | Observation data | | | Student grade level | X |
| | Other assessment data-Please specify: | | | Homeroom | |
| Attendance | Student school (daily) attendance data | | | Guidance counselor | |
| | Student class attendance data | | | Specific curriculum programs | |
| Communication s | Online communications that are captured (emails, blog entries) | | | Year of graduation | |
| | | | | Other enrollment information-Please specify: | |
| Conduct | Conduct or behavioral data | | | | |
| | | | Parent/Guardian Contact Information | Address | |
| Demographics | Date of Birth | | | Email | |
| | Place of Birth | | | Phone | |
| | | | Parent/Guardian ID | Parent ID number (created to link parents to students) | |

| Category of Data | Elements | Check if used by your system | Category of Data | Elements | Check if used by your system |
|-----------------------------|--|------------------------------|----------------------------|--|------------------------------|
| | | | | | |
| Parent/Guardian Name | First and/or Last | | | Vendor/App assigned student ID number | X |
| | | | | Student app username | X |
| Schedule | Student scheduled courses | | | Student app passwords | X |
| | Teacher names | X | | | |
| | | | Student Name | First and/or Last | X |
| | English language learner information | | | | |
| | Low income status | | Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | X |
| | Medical alerts /health data | | | | |
| | Student disability information | | | | |
| Special Indicator | Specialized education services (IEP or 504) | | Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | |
| | Living situations (homeless/foster care) | | | | |
| | Other indicator information- Please specify: | | Student Survey Responses | Student responses to surveys or questionnaires | X |
| | | | | | |
| Student Contact Information | Address | | | | |
| | Email | | | | |
| | Phone | | Student work | Student generated content; writing, pictures etc. | X |
| | | | | Other student work data - Please specify: | |
| Student Identifiers | Local (School district) ID number | X | | | |
| | State ID number | X | | | |

| Category of Data | Elements | Check if used by your system |
|------------------|--|------------------------------|
| 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 | |

No Student Data Collected at this time _____.

*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed

- IP address may be collected as part of a log file to prevent cyber attacks. Cookies and IP addresses may be used to measure aggregate site usage and performance.
- Scholastic Classroom Magazines use IP data for in-product user verification.
- Scholastic's non-rostered products such as BookFlix use IP address for authentication; no individually identifiable data is collected. Alternative authentication for these products may be established on request and may include secure referring web pages, an embedded URL, or

common user names and passwords (not individual ones).

- For Scholastic's rostered products, the platform will have the teacher name and an indication of the class, but not students' full schedules.
- Scholastic Literacy Pro contains student surveys that are used to determine reading interests so that the application can recommend titles for use in the application
(not for marketing and not connected to any purchase either in-app or externally).
- State student IDs may be collected if the LEA is using a third party rostering platform and opts to submit them.

EXHIBIT "C"

DEFINITIONS

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata linked or linkable with individually identifiable user data, and user or pupil-generated content linked or linkable with individually identifiable user data and 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. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty.

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 pupil content.

Pupil Records: Means all of the following: (1) Any information that directly relates to a pupil that is maintained by LEA; (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; and any information that meets the definition of a "pupil record" under Wis. Stat. § 118.125(1)(d). For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School District Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B) and Wis. Stat. § 118.125(2)(d), a School District 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 34 CFR 99.33(a) and Wis. Stat. § 118.125(2) 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 or identifiable with the student such that a reasonable person in the school community could identify 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 identifiers, search activity, photos, voice recordings or geolocation information. Student Data shall include any other student information covered by applicable law whether such law uses the term Student Data or other terminology such as Pupil Records and/or Educational Records for the purposes of this Agreement, and for the purposes of Wisconsin and federal 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.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

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 solely for purposes of assisting Provider in providing the products and services covered by this Agreement, and not for its own commercial purposes.

Third Party: The term "Third Party" means an entity that is not a party to this Agreement but does not include Subprocessors.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF STUDENT DATA

Menasha Joint School District directs Scholastic Inc. to dispose of Student 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:

| | |
|--|--|
| Extent of Disposition | |
| Disposition shall be: | <input type="checkbox"/> Partial. The categories of Student Data to be disposed of are as follows: <input type="checkbox"/> Complete. Disposition extends to all categories of Student Data. |
| Nature of Disposition | |
| Disposition shall be by: | <input type="checkbox"/> Destruction or deletion of Student Data. <input type="checkbox"/> Transfer of Student Data. The Student Data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that Student Data was successfully transferred, Provider shall destroy or delete all remaining applicable Student Data. |
| Timing of Disposition | |
| Student Data shall be disposed of by the following date: | <input type="checkbox"/> As soon as commercially practicable <input type="checkbox"/> By (Insert Date) _____ [Insert or attach special instructions] |

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS
Menasha Joint School District

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Menasha Joint 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 Student Data provided by LEA to the Provider in Exhibit "B" 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:

BY: Toni Abrahams Date: June 25, 2020

Printed Name: Toni Abrahams Title/Position: VP of Operations

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.

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Toni Abrahams

Title: VP of Operations, Scholastic Education

Email Address: rfp-scholastic@scholastic.com

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

None.