A4L Updates

Rapid fire!

SESSION MODERATOR

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University of Phoenix

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Ramah Hawley

The Education Cooperative (TEC)

Steve Smith

Cambridge Public Schools

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RAPID-FIRE Agenda

- SIF Data Model Specification
- SIF Infrastructure Specification
- Privacy Obligation Documents (PODs)
- SDPC Resource Registry
- National Data Privacy Agreement (NDPA)
- Global Education Security Standards (GESS)

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SIF Data Model Specification

Alex Jackl, Bardic Systems
John Lovell, A4L Community

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SIF Data Model Specification

A series of meetings began in July 1998 between Microsoft Corporation in partnership with 18 other companies on the topic of interoperability between education applications. The conclusion of these meetings identified that the best solution was for interested parties to collectively define standards that all software vendors could adopt.

Common understanding of data objects allows for data to be synchronized through queries and “real time” events.

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SIF Data Model Specification

Unity Data Model Summary of Changes

SIF Data Model Implementation Specification (NA) 4.3

Updated: September 2, 2022

Release Location:
http://specification.sifassociation.org/Implementation/NA/4.3/

Modern Grade Pass Back (White Paper):
https://data.a4l.org/resources/#Use-Cases

V 4.2 Scope:

1. Grade Passback
2. Standards Based Grading
3. EDFacts Reporting
4. State Requests

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SIF Infrastructure Specification

Alex Jackl, Bardic Systems
John Lovell, A4L Community

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SIF Infrastructure Specification

When SIF was envisioned Microsoft’s middleware was new and no web services standards existed.

Today we leverage REST and further specify how to use it. I doing this we SIF is approachable, compatible, and capable.

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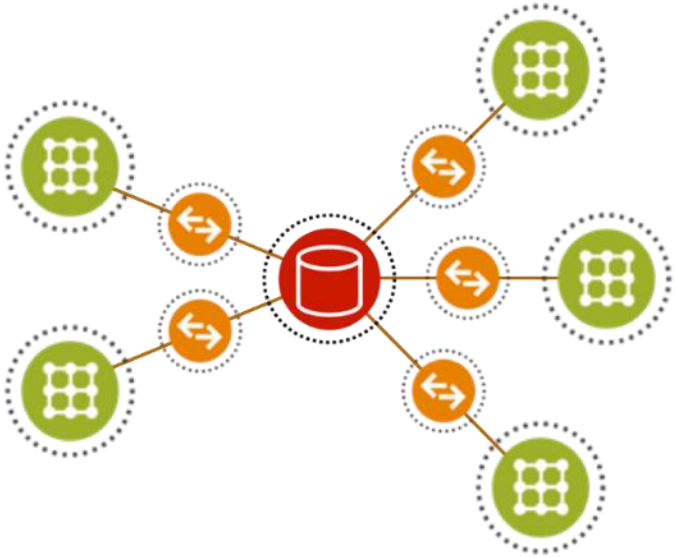
Data Hubs: The leading Architecture

Pros

- **No Application need be a Service Provider**
- One source of truth for all queries
- Queries that span multiple Applications' data can be answered

Cons

- Query results are only as up to date as the data sent to the ODS by its Service Consumers



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Privacy Obligation Documents (PODs)

Mike Reynolds,
CedarLabs

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Privacy Obligation Documents (PODs)

POD (Privacy Obligations Document) is a standards agnostic machine readable document that contains all data privacy requirements including contract clauses, privacy obligations, technical control benchmarks, and other control metadata.

UNITY

Automate Contract Clause Expectations Exchange and Vendor Verification

The "POD"
(Privacy Obligation Document)

- Every POD is **unique** to the relationship between
  - District
  - Vendor
  - Application
  - Place in time
- Every POD is assigned a unique **POD-ID**
  - Any change to a POD (added clause, date change, etc.) will create a new POD and new POD-ID
- POD-IDs can be used to convey obligations within PODs without having to exchange the entire POD.

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Creating a POD

GEPS Manager in the SDPC Registry → Maps DPA to data elements (Done for every DPA)

Standard NDPA done Nationally + State DPA Exhibit G Clauses + Unique Exhibit H Clauses

DPA = Data Privacy Agreement

NDPA - National Data Privacy Agreement

GEPS = Global Education Privacy Standard

SDPC = Student Data Privacy Agreement

Exhibit G = Supplemental State Terms

Exhibit H = District/Vendor Specific Edits

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A4L Support for PODS

- SIF 3 Infrastructure was extended to support
  - POD Sharing and Administration
  - Basic Gatekeeping
  - (Limited) Enforcement Potential
- Blueprints for retrofitting legacy (CSV/SFTP) workflows with minimal disruptions

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Ongoing activity on PODs

- Mapping to CEDS

ilobal Education Privacy Standard (GEPS) to Common Education Data Standards (CED

A4L (SIF) Specifications						GDPR Principle	GDPR note	CEDS Standard	
e	Mandatory	Char	Type	Description	XPath	GDPR-P		CEDS Name	CEDS ID
tiveToDate		O	date	Date the address ceases to be active.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/effectiveToDate	1, 7	Transparency, Accountability + Right to be informed	AddressEndDate	
	*	M	normalizedString	Address line 1.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/line1	1, 7	Transparency, Accountability + Right to be informed	AddressStreetNumberAndName	000269
	AU Updates		normalizedString	Address line 2.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/line2	1, 7	Transparency, Accountability + Right to be informed	AddressApartmentRoomOrSuiteNumber	000019
		O	normalizedString	Address line 3.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/line3	1, 7	Transparency, Accountability + Right to be informed		
	*	M	normalizedString	The city or Suburb part of the address.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/city	1, 7	Transparency, Accountability + Right to be informed	AddressCity	000040
eProvince		C	gCoreStateProvinceType	The state or province or county.	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProcessor/dataBreachContactList/contact/address/stateProvince	1, 7	Transparency, Accountability + Right to be informed	StateAbbreviation	000267
ntry		O	gCoreCountryType	The country code	/pods/pod/privacyList/privacy/privacyObligationsDocument/dataProc	1, 7	Transparency	CountryCode	000050

- Vendor Engagement

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SDPC Resource Registry

Ramah Hawley,
The Education Cooperative (TEC)

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SDPC Resource Registry

Remarkable Journey of the SDPC Resource Registry

Mid 2010s: A need identified. Development of the Resource Registry begins. A comprehensive repository of privacy agreements and resources.

- Developed for a single district - Cambridge Public Schools
  - Offered to other Massachusetts school districts
    - Early adopters - California and Texas

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SDPC Resource Registry

Remarkable Journey of the SDPC Resource Registry

Expanding Reach

- Adoption by school districts, educational agencies, and vendors
- SDPC Resource Registry's growing influence
- Facilitating compliance with student data privacy laws
- Empowering educators to make informed decisions

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SDPC Resource Registry

Remarkable Journey of the SDPC Resource Registry

Continuous Improvement

- Ongoing updates and enhancements
- Adapting to changing privacy regulations and technology

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SDPC Resource Registry

Nationwide SDPC Stats Today

- Countries Participating: 4
- Alliances: 26
- States With Participating Districts: 31
- School Districts Participating: 12,205
- Providers Participating: 46
- Resources: 9,643

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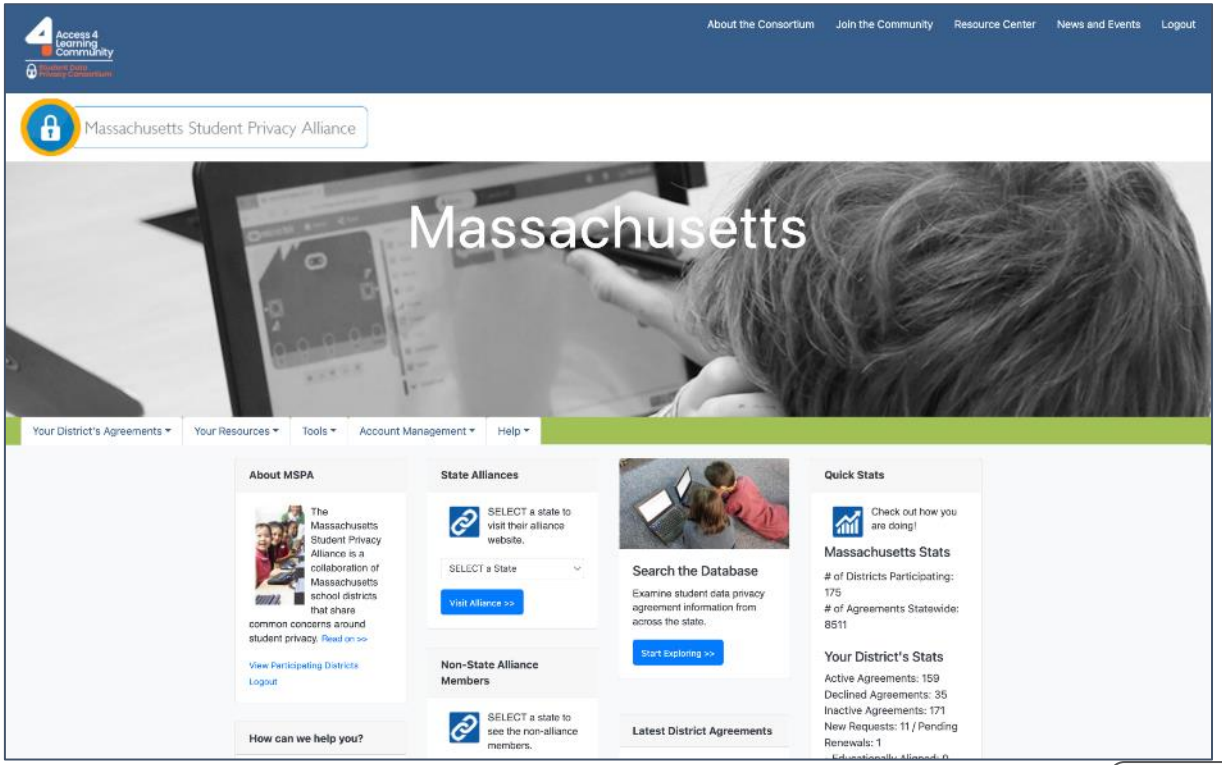
SDPC Resource Registry



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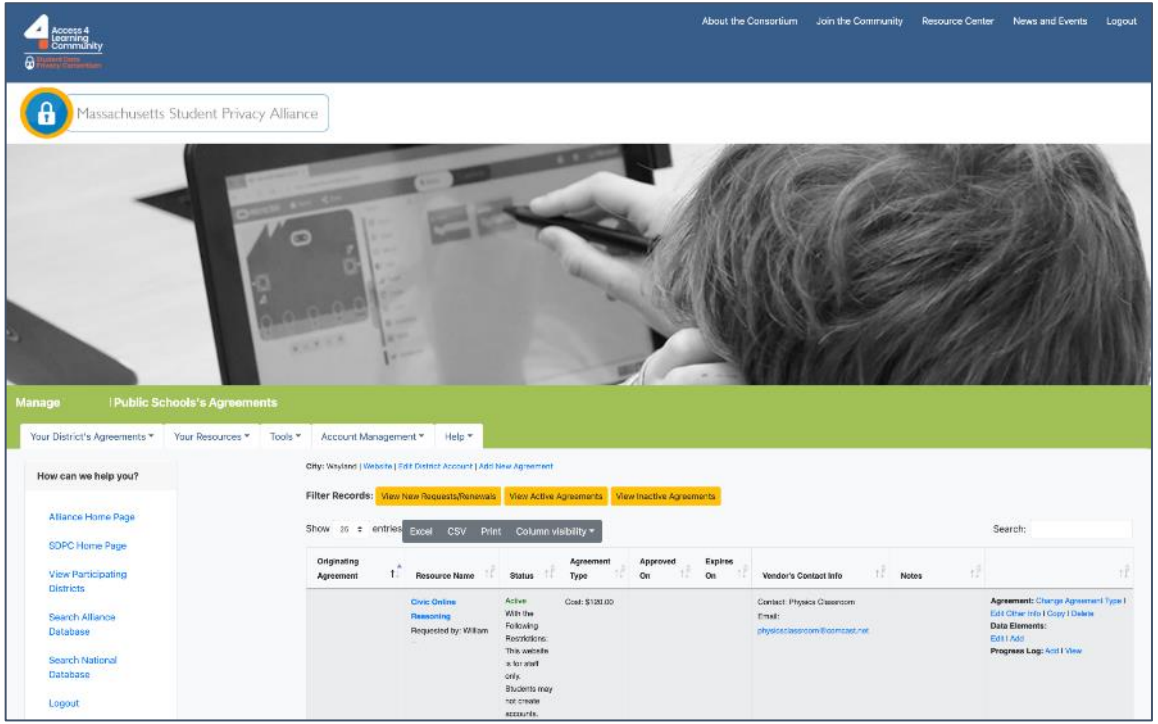
SDPC Resource Registry



Manage Agreements: This is the area of SDPC's *Resource Registry* that houses all of a district's requests and agreements (active and inactive).

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SDPC Resource Registry

Digital Resources

Close Window

Below is a list of digital resources that have been vetted for both educational alignment and student data privacy protections. Both "Approved" and "Not Approved" resources are listed. The information listed includes; Resource Name and Purpose, Company, Status, Grade Level and Content Area the resource is used, and a link to the contract/agreement addressing the required student data privacy terms.

Additional information about Student Data Privacy in Cambridge Public Schools can be found here.

Staff Login >>

Staff, don't see your resource? Request it >>

Status Key

Approved: Contract is signed and resource is in use.
Approved w/ Guardian Release: Guardians signed a contract to allow a resource to be used in a specific classroom with a specific group of students.
Not Approved: Vendor was unable to sign the contract and, therefore, teachers are not allowed to use the resource with students.
Renewal Pending: District has an active agreement that will expire soon and they are in the process to renew with the vendor.
Did Not Pursue: District determined that the resource does not align with educational goals, therefore, teachers are not allowed to use the resource with students.

Show 10 entries

Search:

	Resource Name	Company Name	Agreement Status	Agreement Type	Agreement Dates	Grade Level	Content Area	Data
	99Math *Purpose: For math review and math checks in third grade. Also allows for multiplayer so that scholars can all try at the same time, much like in person.*	99Math	Not Approved			3	Math	
	@Polly *Purpose: @Polly is an AI bot which can be added to Google Hangouts and Google Meet which allows you to create polls easily. This can be a great resource for Formative Evaluation while using Google Meet.*	Polly Lingual	Did Not Pursue Not Approved *Declined Reasoning: The Privacy Policy states, "The Services are not directed to individuals under 16."*			9, 10, 11, 12	English Language Arts, Instructional Technology, Math, Science, Social Science, World Language	
	ABC Mouse	Age of Learning for Schools, Inc.	Not Approved *Declined Reasoning: vendor will not sign new agreement*	Declined		K	English Language Arts, Instructional Technology, Math, Science, Other	
	ABC-Clio, LLC	ABC-Clio	Approved	Agreement Exhibit E	Approved: 08/10/2021 Expires:	9, 10, 11, 12	Library Media	

Publicly viewable side shared via a URL on the district's website.

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SDPC Resource Registry

Features

Alliance and/or Nationwide Searches by:

- Company Name
- Resource Name
- Grade Level & Content Area
- School District
- State

- Manage Agreements
- Add New Requests
- Add New Resources
- Manage DPA Renewals
- Auto Exhibit E Creator
- Manage Accounts
- Manage Users
- Much more…

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National Data Privacy Agreement (NDPA)

Steve Smith,
Cambridge Public Schools

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National Data Privacy Agreement (NDPA)

Brief history - How A4L came to be focused on NDPA

- Originally all Alliances encouraged to develop their own DPAs
- Over time the DPAs organically began to look very similar
- Designated the “Common” Clauses
- 2018/19 created the first NDPA working group

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National Data Privacy Agreement (NDPA)

- Further increase consistency across Alliance DPAs
- Standardize the DPA Format so it looks the same across Alliances
- Ease logistics of implementing
- Identify common legal requirements across jurisdictions
- Provide mechanism to add other jurisdiction specific requirements
- Standardize terminology & definitions across jurisdictions
- Greater impact on, and buy in, from the vendors = Adoption

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National Data Privacy Agreement (NDPA)

NDPA Feature	Description
Section	Cover Page
Section	Page 2 - Options
Section	Page 3 - Signatories
Section	Standard Clauses
Section	Exhibits - A = Descriptions of Services - B = Schedule of Data - C = Definitions - D = Directive for Disposition of Data - E = General Offer of Terms - F = Data Security Requirements - G = Supplemental State Terms - H = Additional Terms or Modifications

and is entered into by and between:

[School District Name], located at [Street, City, State] (the "**Local Education Agency**" or "**LEA**") and [Provider Name], located at [Street, City, State] (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***
   - ☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
   - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
   - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

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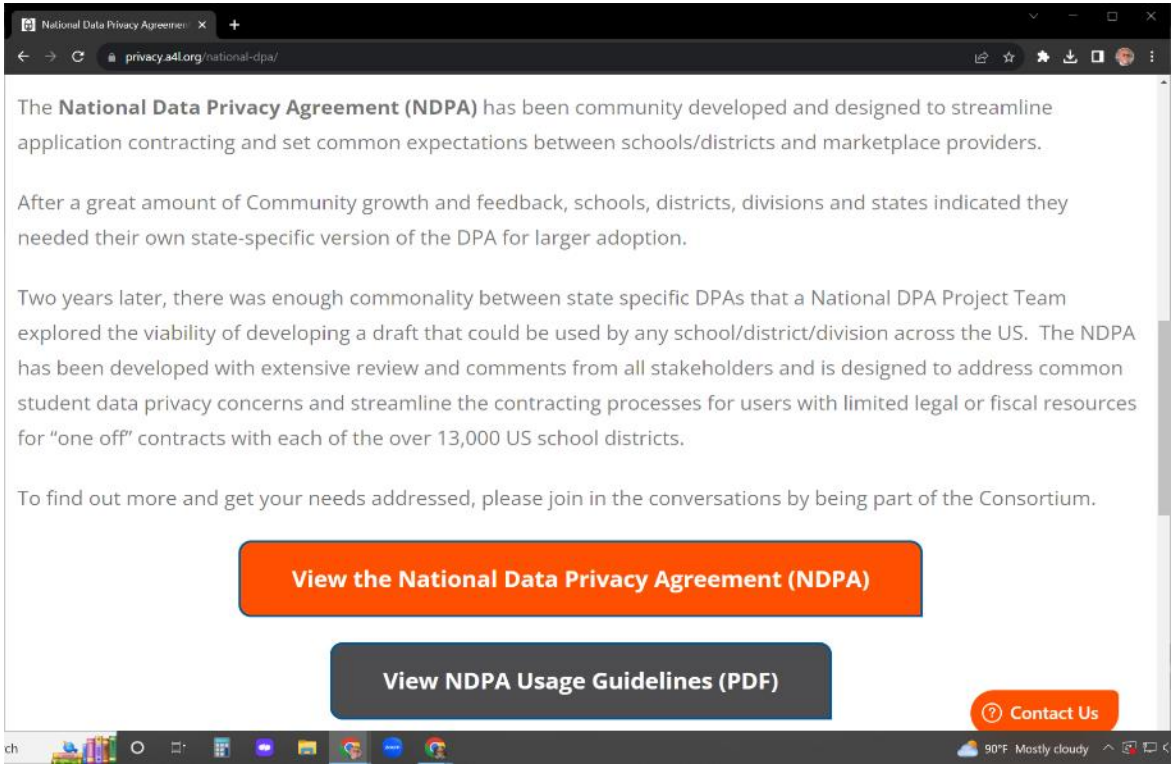
National Data Privacy Agreement (NDPA)



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National Data Privacy Agreement (NDPA)

Evolution or latest updates to this work

- Today A4L is in one year into the process to develop the NDPA V2
- Improved flow of the DPA
- Improved clauses to incorporate common edits from V1
- Overall a cleaner DPA with each revision
- Not an easy process

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Global Education Security Standards (GESS)

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Cambridge Public Schools

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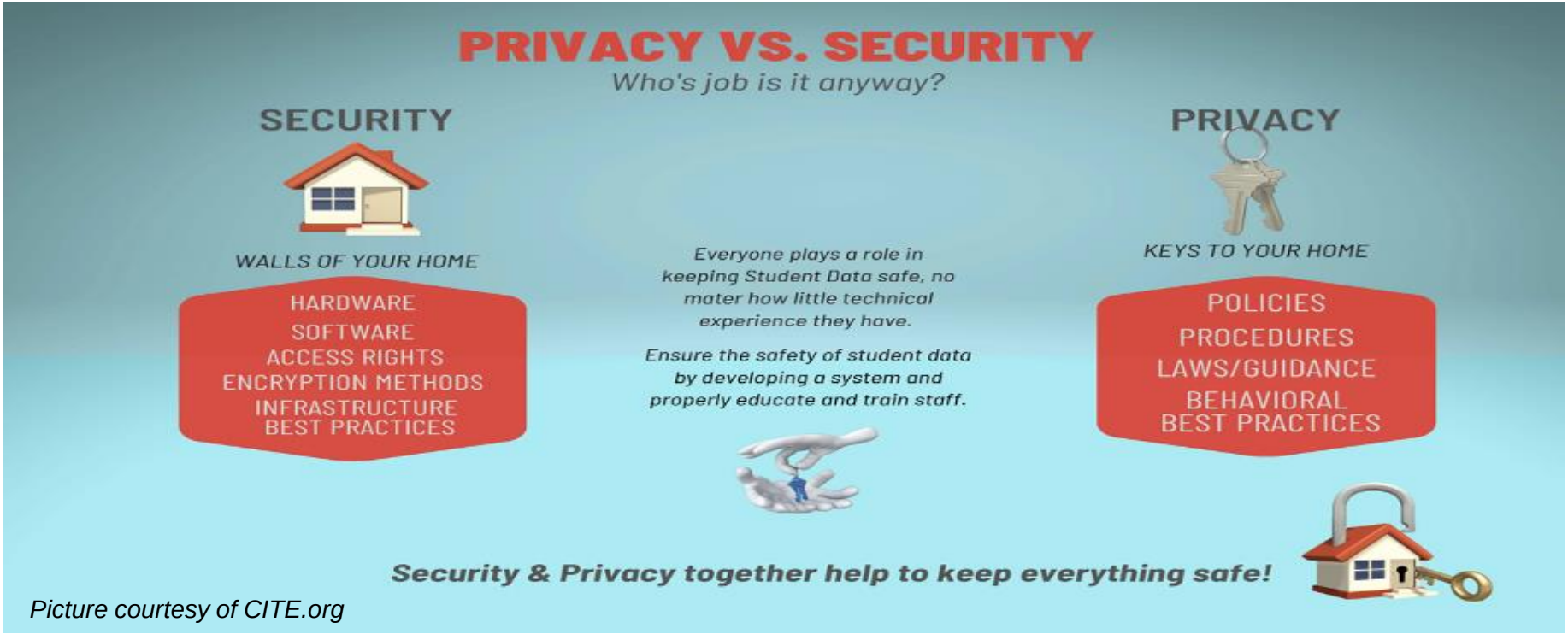
Global Education Security Standards (GESS)



Picture courtesy of CITE.org

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Global Education Security Standards (GESS)

- No standard Requirement
- “Industry Standards”
- “Best Practices”
- Some Jurisdictions have mandated control sets; NH, NY, IL, TX AU NZ
- Most do not
- Everyone is struggling consumers & providers

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Global Education Security Standards (GESS)

Where to start on a Global Education Security Standard?

- ST4S Introduction
- Leverage the work of ST4S
- Mapping ST4S and all relevant frameworks
- Identify specific controls across frameworks
- Format & publish new set of controls

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Global Education Security Standards (GESS)

Presentation shared with you: "SI | SDPC Community Update Aug 2(| Mappings - Google Drive | NIST 800-171 Matrix - Google Sh

docs.google.com/spreadsheets/d/16oqTo6S5aivgr-wjMorTkJU3RxewB4sZkPNdSuR5Sa0/edit#gid=0

NIST 800-171 Matrix

File Edit View Insert Format Data Tools Extensions Help Last edit was made 13 days ago by Martin Rothbaum

Share

M8 | A9-Are vendor staff, external contractors or associates with

NIST 800-171 Control	Control Type	Control Text	NIST 800-53	ST4S detail	UK Cyber Essentials	Valid in education SaaS context?	Applicability Scope	Suitability Notes/Use Cases
3.1.1	Basic	Limit system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).	AC-2, AC-3, AC-1	A6 - Does your organisation provide access to systems based on roles (e.g., role-based access control (RBAC)), and is this process documented for all systems including the service?	User access control	Essential	Product	
3.1.2	Derived	Limit system access to the types of transactions and functions that authorized users are permitted to execute.	AC-2, AC-3, AC-1	A6 - Does your organisation provide access to systems based on roles (e.g., role-based access control (RBAC)), and is this process documented for all systems including the service?	User access control	Essential	Product	
3.1.3	Derived	Control the flow of CUI in accordance with approved authorizations.	AC-4			Essential	Product	Will result in multiple controls be facing (firewalls and other bound packet inspection etc
3.1.4	Derived	Separate the duties of individuals to reduce the risk of malevolent activity without collusion.	AC-5			Essential	Both	Will require controls for the prod administrators vs end users) and there separate testing teams vs d
3.1.5	Derived	Employ the principle of least privilege, including for specific security functions and privileged accounts.	AC-6, AC-6(1), A	What is the service's approach to default user access permissions (e.g. all access is denied unless specifically allowed, all access is allowed unless specifically denied)?	User access control	Essential	Product	
3.1.6	Derived	Use non-privileged accounts or roles when accessing nonsecurity functions.	AC-6(2)		User access control	Optional	Product	If product supports role based ac advice regarding product configu
3.1.7	Derived	Prevent non-privileged users from executing privileged functions and audit the execution of such functions in audit logs.	AC-6(9), AC-6(10	A9-Are vendor staff, external contractors or associates with non-privileged accounts restricted from installing, uninstalling, disabling or making any changes to software and system configuration on servers and endpoints? L1- Does your organisation have a documented and implemented logging procedure which requires all systems in your organisation (e.g., servers, storage, network, applications, etc.) to log the following and synchronise logs to a consistent time source:	User access control	Essential	Product	Requires at least 2 controls: RBAC logs

3.1 Access Control | 3.2 Awareness Training | 3.3 Audit & Accountability | 3.4 Configuration Managment | 3.5 Identification & Authentication | 3.6 | Count: 2 | Explore

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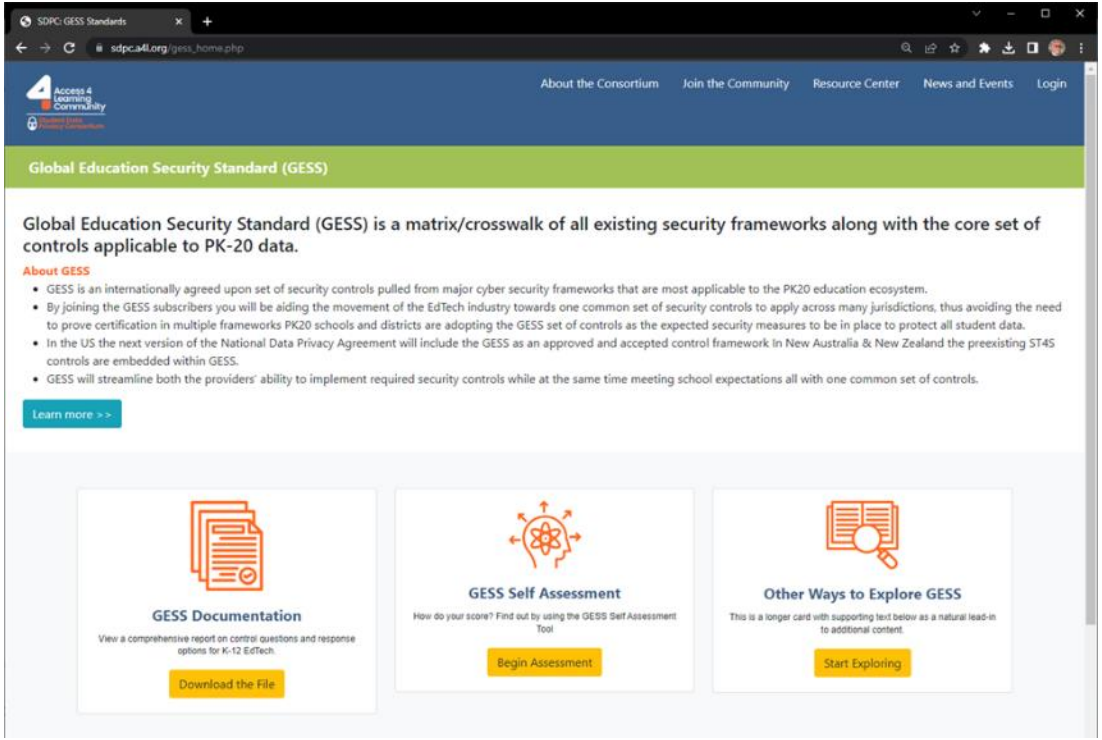
Global Education Security Standards (GESS)



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How is a POD generated? (continued…)

Welcome to the GEPS Custom POD Wizard. To get started creating a custom POD, please complete the following steps.

SELECT a State

SELECT One

Your Custom PODs

There are no custom PODS.

Get Started! Name this Custom POD

Enter a Name

Continue >>

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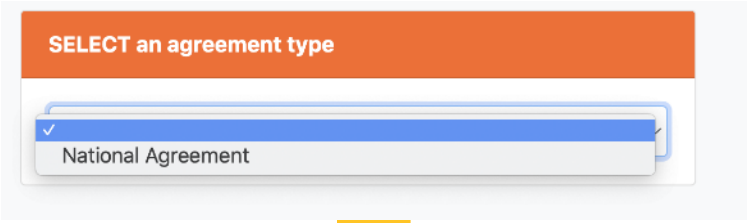
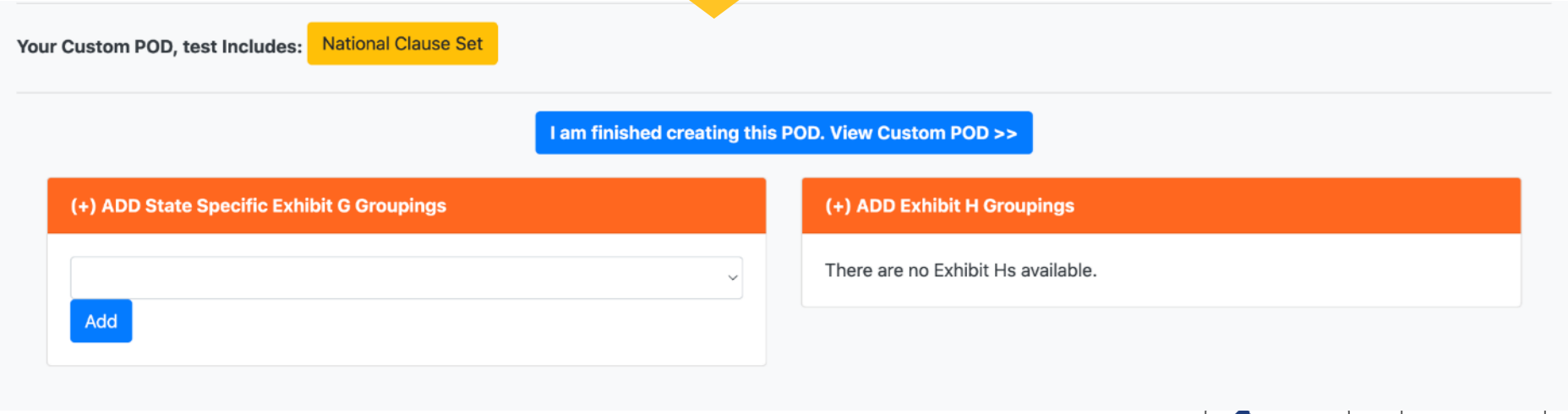
How is a POD generated? (continued…)





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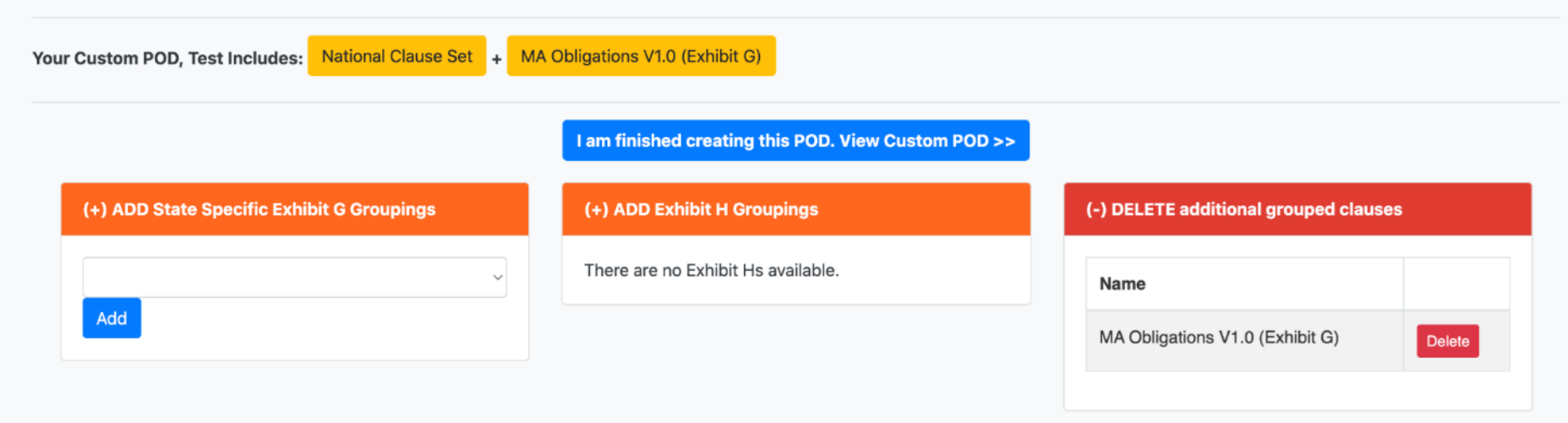
How is a POD generated? (continued…)



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How is a POD generated? (continued…)

Article #	Clause	Obligation	Benchmark
I.1	Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data	The school will provide the list of data included in the contract to the provider. This will include data shared with the provider and data created by the provider's service.	
I.2	Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".	The definitions of terms are included as Exhibit C	
I.3	DPA Definitions. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.	All student data transmitted to the Provider, as well as any modifications made to such data, or any student data created by the service will remain the property of the school. All rights to this data, including any intelectual property rights, shall remain with the school, not the Provider. The Provdar is considered a School Official" under FERPA.	
II.1	Student Data_Property_of_LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be_the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.	In the event a parent requests to review or correct erroneous information in the data maintianed by the service, the Provider shall respond in a reasonable time frame, not more than 45 days, from teh date of the request from the school. Such equest may only ceom from the school, if a parent contacts the Provider diuractly they should be referred back to the school.	
II.2	Parent Access. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated_content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.	When requested by the school, the Provider will transfer, or provide a mecahnism for the school to transfer, student generated data to a seperate account created by the student.	
II.3	Separate Account. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.	If the Provider is approached by Law Enforcement to provide access to student data the Provider will notify the school in advance of any disclosure of student data.	
II.4	Law Enforcement Requests. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.	The provider will establish written agreements with all subprocessors addresseing all obligations included in the data privacy agreement. The agreements must hold subprocessors to the same level of student data	

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Downloaded POD Example

JSON or XML

POD ID

Resource Info

DPA Info

Clauses & Benchmarks


```
▼<pods xmlns="http://www.sifassociation.org/infrastructure/3.3">
 ▼<pod id="539560">
   <podStatus>Draft</podStatus>
   <partyId>TPR Education LLC dba The Princeton Review: tutor.com</partyId>
   <resourceID>3981</resourceID>
   <studentDataIPRights>Bristol Warren</studentDataIPRights>
  ▼<privacyList>
   ▼<privacy>
    ▼<privacyObligationsDocument>
     ▼<contract>
       <contractNCISID>4400065</contractNCISID>
       <contractURI>https://sdpc.a41.org/agreements/2023-03-28_2869_3981_signed_agreement_file.pdf</contractURI>
       <contractName>TEC NDPA MA-ME-RI-VT with Exhibit E</contractName>
       <dateValidFrom>2023-03-28</dateValidFrom>
       <dateValidTo>2026-03-28</dateValidTo>
     </contract>
    </privacyObligationsDocument>
   </privacy>
  </privacyList>
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   <purpose/>
  </purposeList>
 ▼<legalRequirements>
  ▼<clauseList>
   ▼<clause>
     Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these
     services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
     <clauseLabel>30</clauseLabel>
     <clauseContent>benchmark</clauseContent>
    ▼<obligationList>
     ▼<obligation>
       <obligationDescription>The school will provide the list of data included in the contract to the provider. This will include data shared with the provider and data created by the provider's service. </obligationDescription>
      ▼<benchmarkList>
       ▼<benchmark>
          <benchmarkId/>
          <benchmarkDescription/>
        </benchmark>
      </benchmarkList>
     </obligation>
    </obligationList>
   </clause>
   ▼<clause>
     Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".
     <clauseLabel>31</clauseLabel>
     <clauseContent>benchmark</clauseContent>
    ▼<obligationList>
     ▼<obligation>
       <obligationDescription>The definitions of terms are included as Exhibit C</obligationDescription>
      ▼<benchmarkList>
       ▼<benchmark>
          <benchmarkId/>
          <benchmarkDescription/>
        </benchmark>
      </benchmarkList>
     </obligation>
    </obligationList>
   </clause>
   ▼<clause>
     DPA Definitions. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy
     Policies etc.
     <clauseLabel>32</clauseLabel>
     <clauseContent>benchmark</clauseContent>
    ▼<obligationList>
     ▼<obligation>
       <obligationDescription>All student data transmitted to the Provider, as well as any modifications made to such data, or any student data created by the service will remain the property of the school. All rights to this data, including any intelectual property rights, shall
       remain with the school, not the Provider. The Provder is considered a School Official" under FERPA. </obligationDescription>
      ▼<benchmarkList>
       ▼<benchmark>
          <benchmarkId/>
          <benchmarkDescription/>
        </benchmark>
      </benchmarkList>
     </obligation>
    </obligationList>
   </clause>
   ▼<clause>
     Student Data_Property_of_LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be_the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data
     transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all
     intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains
     to the use of Student Data, notwithstanding the above.
     <clauseLabel>33</clauseLabel>
     <clauseContent>benchmark</clauseContent>
```