EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA.

The Provider shall act on Exhibit "D" from the designated representative of the LEA or their designee (Preamble or Exhibit "E" for Subscribing LEA).

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

1. **Extent of Disposition**
   - [ ] Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:
     [Insert categories of Student Data here]
   - [ ] Disposition is complete. Disposition extends to all Student Data.
2. **Nature of Disposition**
   - [ ] Disposition shall be by destruction or deletion of Student Data.
   - [ ] Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:
     [Insert or attach special instructions]
3. **Timing of Disposition**
   Student Data shall be disposed of by the following date:
   - [ ] As soon as commercially practicable
   - [ ] On Provider's standard destruction schedule
   - [ ] By ***[Insert Date]***
4. **De-Identified Data**
   - [ ] The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.
     As of ***[Insert Date]***
5. **Other:**

Signature(s) **Notice of Verified Disposition of Data**

Authorized Representative of LEA	Date	Authorized Representative of Provider	Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. **Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and

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

_____.

PROVIDER:_____

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 for the term of the DPA between the

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA:_____

BY:

_____Date:_____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

Below is a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	**FRAMEWORK(S)**
	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between:
, located at
(the "**Local Education Agency**" or "**LEA**") and
, located at
(the "**Provide**r").

All capitalized terms not otherwise defined herein shall have the meaning as defined in the attached DPA.

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 C.F.R. Part 99); and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), applicable laws, and

WHEREAS, the Provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence ("AI") as part of the services or product provided; 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 to the following:

1. **Term**. Unless otherwise terminated by the Parties, this Amendment shall remain effective for the duration of the attached DPA.

2. **Amendment to ARTICLE II, § 2**. of the DPA (Parent, Legal Guardian and Student Access) is amended as follows:

   In accordance with California Education Code § 49073.1(b)(2), should the Provider store or maintain Student-Generated Content, the Provider shall, upon request from the LEA, provide a mechanism for students to retain ownership of the content they create, which shall include text or images generated by Artificial Intelligence, to be defined below. Furthermore, this NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

3. **Amendment to ARTICLE I, to include the addition(s) of § 4 & 4.1 & 4.2:**

   4. **Use of Artificial Intelligence.** If the Services described in Exhibit "A" require Provider to use AI, ownership of Student Data shall remain with the District or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the District. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to District-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.
   4.1 **Hallucinations.** Provider will provide notice in the event that any feature of the services it provides is modified to include AI functions. Provider further represents that it will monitor the Hallucination rate of the service and take industry standard methods to reduce Hallucination rates.
   4.2 **Collection of Student Data and AI Use.** The Provider must complete the attached AI Schedule of Data.

4. **Amendment to Article IV, to add a new Section 8**

    8. **Algorithmic Biases**. The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Upon request by the LEA, the Provider shall provide the LEA an abstract or summary of findings of that portion of the audit pertaining to algorithmic bias.
    Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

5. **Amendment to Exhibit C: Definitions shall be amended to include the following terms:**

    Algorithmic Bias: Where an algorithm produces systematically prejudiced outcomes favoring certain groups or disadvantaging others based on characteristics like gender, race, age, ethnicity or other protected attributes.

    Artificial Intelligence (AI): Refers to systems that display intelligent behavior by analyzing their environment and taking action, with some degree of autonomy, to achieve specific goals.

    Hallucination: A response by an artificial intelligence to a user request or query that is incorrect, nonsensical or misleading that may appear to be factually correct.

Describe how Student Data is Used:

Any other information related to Provider's use of AI:

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

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

LEA: _____

BY: _____ DATE: _____

Printed Name _____ Title/Position _____

Provider: _____

BY: _____ DATE: _____

Printed Name _____ Title/Position _____

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AI Addendum

(METHODS EMPLOYED BY THE AI)

The following information correlates to how the Provider will use AI in the delivery services to LEA.

Type of AI Used	Description/Common Uses	Optional	Required
Intelligent Tutoring Systems/agents (ITS)	*Personalized instruction based on students' individual learning needs and progress*		
Adaptive Learning/Assessment Platforms	*Adjusts the difficulty level and content of learning materials based on the student's performance and learning pace*		
Natural Language Processing (NLP)	*Analyze and understand students' written or spoken responses, providing feedback or assistance in language learning tasks.*		
Machine Learning-based Recommended Systems	*Recommend educational resources, such as books, videos, or exercises, based on students' preferences, learning styles, and performance history.*		
Virtual Assistants (i.e. Alexa, Siri, Merlyn Mind)	*Provide automated and personalized support by handling tasks, answering questions, and managing workflows.*		
Chatbots/LLMs (i.e. ChatGPT)	*Facilitate automated and interactive communication; provides instant responses to questions and assists with various tasks through natural language processing.*		
Data Analytics and Predictive Modeling	*Analyze historical data and identify patterns to forecast future trends and inform strategic decision-making.*		
Gamification and/or Personalized Learning Paths	*Enhance engagement and optimize individual learning experiences by incorporating game-like elements and/or tailoring educational content to each learner's unique needs and progress.*		
Computer Vision (i.e. CNNs, GANs)	*Interpret, analyze, and generate visual data, mimicking human visual perception for applications such as image recognition, object detection, and image synthesis.*		
Recommender Systems/Filtering (i.e. KNN, TF-IDF)	*Analyze user preferences and behavior to suggest personalized content, products, or services*		
Translation (i.e. Transformer, DeepL)	*Translate text from one language to another, leveraging advanced machine-learning techniques to understand and generate human-like language translations.*		
Neural Machine Translation (NMT)	*Algorithms used to provide accurate and fluent translations by understanding and processing entire sentences as opposed to individual words or phrases.*		
Speech Recognition (i.e. DNNs, Wav2Vec)	*Convert spoken language into text by accurately identifying and processing the acoustic signals of human speech.*		

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Type of AI Used	**Description/Common Uses**	**Optional**	**Required**
Time Series Analysis (i.e. ARIMA, LSTMs)	*Analyze and interpret temporal data points to identify patterns, trends, and seasonal variations, aiding in forecasting and decision-making.*		
Reinforcement Learning (i.e. Q-Learning, DQNs)	*Teaches optimal behaviors and decision-making policies by interacting with an environment and receiving feedback through rewards and penalties.*		
Dimensionality Reduction i.e. (PCA, t-SNE)	*Reduces the number of variables in a dataset while preserving as much variability and information as possible to simplify analysis and visualization.*		
Other Types of AI Used	*Specify other types of AI here:*		
Purpose of AI Use	**Description**	**Optional**	**Required**
Personalized learning	*Customized learning to match a students' strengths, weaknesses, and learning styles.*		
Enhanced Teaching and Learning	*Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.*		
Automated Grading and Feedback	*Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.*		
Identifying Learning Gaps	*Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.*		
Supporting Special Education	*Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies*		
Promoting Engagement and Motivation	*Gamification elements and interactive learning experiences; increase student engagement and motivation*		
Administrative Support	*Assist with administrative tasks such as scheduling, grading, and managing educational resources*		
Parental Engagement	*Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers*		
Other Purpose(s) for AI Use	*Specify other purpose(s) for AI here:*		

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Student Data Collected With Use of AI	**Description**	Optional	Required
Student Name	*First and/or Last*		
Date of Birth	*Student's date of birth*		
Student ID Numbers	*Unique identification numbers to students for record-keeping purposes.*		
Demographic Information	*Gender, race, ethnicity, nationality, language spoken at home, etc.*		
Academic Records	*academic performance, grades, attendance, disciplinary history, etc.*		
Special Education Information	*Individualized education plans (IEPs), accommodations, special needs, etc.*		
Health Information	*Physical or mental health conditions, medications, allergies, medical history, etc.*		
Biometric Data	*Fingerprints, facial recognition, or voiceprints for authentication or identification*		
Behavioral Data	*Behavior, interactions with educational materials, engagement levels, learning preferences, etc.*		
Location Information	*Track locations, GPS-enabled devices, attendance tracking systems, etc.*		
Input Data	*Information fed into an AI model or algorithm, which is used to train, validate, and test the model to make predictions or perform specific tasks.*		
Other Student Data	*Specify other Student Data here:*		
No AI used at this time	*Provider will immediately notify LEA if this designation is no longer applicable.*		

All requested AI Elements have been identified in this Exhibit and are correct at time of signature.

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