

OPENAI ORDER FORM

Offer Valid Until: January 30, 2026

OpenAI OpCo, LLC
1455 3rd Street
San Francisco, California 94158
United States

BILLING INFORMATION

Bill to: San Francisco Unified School District

Billing contact: ngoe@sfusd.edu

Ship to: 555 Franklin Street, San Francisco,
CA 94102, United States

Primary contact: znd_90@hotmail.com

CHATGPT SERVICES

Service	Quantity	Net Unit Price	Start Date	End Date	Net Total
ChatGPT EDU	12,000 End Users		February 2, 2026	February 1, 2027	
				Net Amount	

CHATGPT ADDITIONAL TERMS

- **Billing Schedule.** Customer will be invoiced annually upfront for the Net Amount on the Start Date pursuant to the Payment Terms table below.
- **Additional End Users.** Customer may increase the number of End Users (the “**Additional End Users**”) at any time during the Term through its designated Administrator(s). Customer will be billed on a quarterly basis in arrears for each Additional End User exceeding the End Users already paid for, prorated through the remainder of the Term.
- **Pooled Credits.** The Exhibit: ChatGPT Platform Pooled Usage Credit Pricing attached to this Order Form will apply to Customer's usage of ChatGPT Enterprise (Platform) and Pooled Credits.
- **Enterprise API.** Customer's use of the API, if any, is subject to the Agreement and the pricing set forth at <https://openai.com/api/pricing>, unless otherwise agreed in writing by both parties. API usage is invoiced on a monthly basis in arrears according to the Payment Information below.
- **Student DPA.** The OpenAI Student Data Privacy Agreement set forth at <https://cdn.openai.com/osa/openai-sdpa.pdf> will apply to use of the Services.
- **Local Storage.** The ChatGPT Services will permanently store Customer Content at rest in US (the “Region”) in accordance with Exhibit: ChatGPT Storage Addendum attached hereto.

PAYMENT TERMS

Payment Term:	Net 30	PO required?	No
Currency:	USD	PO Number:	N/A
Payment Method:	ACH	VAT/GST number:	N/A



Exhibit: ChatGPT Platform Pooled Usage Credit Pricing

1. Credits. Pursuant to the Order Form to which this Exhibit is attached, Customer will receive any Credits contemplated in the Order Form Services table above during the Initial Term. Customer may purchase Additional Credits, paid on an upfront basis pursuant to a separate Order Form. Credits shall be applied on a pooled basis across: (a) all paid End Users ChatGPT Platform usage; and (b) Customer's usage during the Initial Term.
2. Application. The value of Credits applied to actual End User usage of the ChatGPT Platform is provided in the Credit Application Table.
3. Updates. OpenAI reserves the right to update or modify the Credit Application Table from time to time at its sole discretion. Any updates or modifications will be effective upon posting to the Credit Application Table in the Help Center (or other URL provided by OpenAI).
4. Unused Credits. Unused Credits expire at the applicable End Date set forth in the Order Form Services table above. Credits have no monetary value and cannot be returned or exchanged.
5. Overage Credits. If Customer uses the Services beyond the total Credits during the Initial Term, Customer may use Overage Credits. Overage Credits will be billed monthly in arrears at a rate of \$0.05 per Overage Credit.
6. Definitions.

"Additional Credits" means additional Credits that Customer elects to purchase during the Services Term, subject to the same terms as Credits within this Exhibit.

"Credits" means credits provided by OpenAI to Customer, including Additional Credits and Evaluation Credits, which Customer may apply to its usage of the Services in accordance with the Credit Application Table.

"Credit Application Table" means the table that designates the number of Credits required for Customer to use the corresponding Services functionality as described at <https://help.openai.com/en/articles/11481834-chatgpt-rate-card> or other URL provided by OpenAI.

"Evaluation Credit" means promotional Credits provided to Customer for use during the period specified by the Start Date and End Date for such Credits in the Order Form.

"Overage Credit" means additional Credits that apply when Customer chooses to expand its Services usage beyond Customer's total Credits listed in the Order Form.



Exhibit: Customer Support Service Response Objectives

1. Customer Support.

1.1. Provision. Technical support is available to all customers 24/7 for OpenAI services that are generally available including ChatGPT Enterprise and API models. For the avoidance of doubt, services labeled as beta, preview, early access, or evaluation (or words or phrases with similar meanings) are not eligible for technical support. Customer will receive Enhanced Support as described below. Premium Support is available if purchased by Customer and listed on the Order Form. Currently, Initial Response Times apply to English language support only. "Initial Response Time" means the period from when Customer submits a support request to when OpenAI responds with a meaningful response.

Severity Rating	Severity Description	Initial Response Time
Severity 1	Critical Business Impact: The Services are non-operational in a production environment, the failure has a material adverse impact on Customer's business operations, and there is no workaround available	Enhanced Support: < 1 hour Premium Support: < 30 minutes
Severity 2	High Business Impact: The Services fail to function properly in a production environment and the failure has a material adverse impact on Customer's business operations, although the Services remain substantially operational and/or there is a workaround available.	Enhanced Support: < 8 hours Premium Support: < 4 hours
Severity 3	Moderate Business Impact: The Services fail to function properly in a production environment and the failure does not have a material adverse impact on Customer's business operations.	Enhanced Support: < 24 hours Premium Support: < 8 hours
Severity 4	Minimum Business Impact: Customer has a general inquiry or request regarding the Services.	Enhanced Support: < 72 hours Premium Support: < 24 hours

- 1.2. Severity Rating. Customer must indicate the appropriate Severity Rating according to descriptions above to the best of its knowledge. OpenAI may downgrade the Severity Rating if Customer does not adequately respond to OpenAI's resolution efforts. Customer will provide OpenAI up-to-date contact information regarding the request.
- 1.3. Hours. All customers will receive 24/7 support via email and chat intake (asynchronous). Premium Support customers will also receive 24/7 pager support for Severity 1 tickets, as well as a named support representative to oversee that support tickets are triaged and assigned to the appropriate personnel during the business hours in which such representative is located.



EXHIBIT: CHATGPT STORAGE ADDENDUM

This ChatGPT Storage Addendum (this “**Addendum**”) supplements the Order Form (the “**Order Form**”) by and between the OpenAI entity (“**OpenAI**”) and the customer (“**Customer**”) listed in the Order Form and applies to the ChatGPT Enterprise or EDU Services subscribed to through the Order Form. Capitalized terms not defined in this Addendum shall have the meanings ascribed to them in the Agreement.

1. **Local Storage.** OpenAI will permanently store Customer Content at rest in the Region when Customer is using the Included Functionality of the Services. The foregoing limitation does not apply with respect to: (a) any processing or transient storage of Customer Content outside of the Region necessary to provide the Services; (b) Third Party Offerings; or (c) any data other than Customer Content, such as System Data.
2. **Limitations.** Customer agrees that this Addendum only applies to newly created workspaces after the execution of the Order Form. If Customer has an existing workspace, the commitments in this Addendum may not apply. Customer acknowledges that Customer’s access to newly released features of the Services may be delayed or limited in order to meet the requirements of this Addendum.
3. **Changes.** If OpenAI is no longer able to support permanent storage of Customer Content at rest for the Included Functionality, OpenAI will provide Customer with at least 60 days prior written notice of this change and identify the additional regions in which Customer Content may be stored. If Customer objects to any additional regions, it will notify OpenAI in writing and the parties will cooperate in good faith to determine if the Services may be modified to limit storage outside the Region to Customer’s satisfaction. If OpenAI provides Customer a final notice that it is unable to limit storage outside the Region after these efforts, Customer may terminate the Agreement upon five (5) days written notice to OpenAI and OpenAI will refund any prepaid fees for the period after the effective date of termination.

4. **Definitions.**

“**Agreement**” means the services agreement referenced on the Order Form.

“**Included Functionality**” means the functionality of the ChatGPT Services that are listed in Annex 1 to this Exhibit, which may be updated as described therein.

“**Region**” means the region specified in the Order Form.

“**System Data**” means account data, metadata, and usage data, to the extent each does not contain Customer Content, that is collected by the Services and used to manage and operate the Services, including, without limitation, End User account information, End User profiles, analytics, usage statistics, billing information, support requests.

“**Third Party Offering**” means products, services, or content offered by third parties on the Services or integrated with the Services.



Annex 1 to Exhibit: ChatGPT Storage AddendumIncluded Functionality

Permanent storage at rest in the Region is supported only for the following functionality of the ChatGPT Enterprise or EDU Services:

Product	Functionality
ChatGPT Enterprise and EDU	Conversations (text, voice, image)
	Custom GPTs (excluding customer-defined actions)
	File Uploads
	Memory
	Code Interpreter & Data Analysis
	Dall-E
	Canvas

Customer acknowledges that there are components of the Services that do not support local storage, including:

- Apple Intelligence
- Web Search
- Third Party GPTs

OpenAI may add to the list of Included Functionality, including by adding support for additional modalities for the Services listed above by providing written notice to Customer. For clarity, if OpenAI releases any new features or modalities for the Services, they will not be part of the Included Functionality unless OpenAI provides this notice.



VENDOR SPECIFIC STUDENT DATA PRIVACY AGREEMENT

CA-NDPA

Vendor Specific

Version 1.0

(10.25.20)

San Bernardino City Unified School District

and

OpenAI, L.L.C.

02-25-2025

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

San Bernardino City Unified School District , located at 777 North F Street, San Bernardino, CA 92410
(the “**Local Education Agency**” or “**LEA**”) and
OpenAI, L.L.C. , located at 1455 3rd Street, San Francisco, CA 94158
(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, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
 - If checked, LEA and Provider agree to the additional terms of modifications set forth in **Exhibit “H”**.
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Laura Cardenas Title: Purchasing Director

Address: 777 North F Street, San Bernardino, CA 92410

Phone: 909-381-1100 Email: laura.cardenas@sbcusd.k12.ca.us

The designated representative for the Provider for this DPA is:

Name: Samuel Canning-Kaplan Title: GTM - K12 Lead

Address: 1455 3rd Street, San Francisco, CA 94158

Phone: 415-879-9686 Email: sck@openai.com

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

LEA: San Bernardino City Unified School District

By:  Date: 02-27-2025

Printed Name: Laura Cardenas Title/Position: Purchasing Director

PROVIDER: OpenAI, L.L.C.

By: *Dan Cook* Date: 02-25-2025

Printed Name: Dan Cook Title/Position: Deputy General Counsel.

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

- 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
- 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”**.
- 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.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 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.
- 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.
- 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.

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.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria 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 Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known 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 federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
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 outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s 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. 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 acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - 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; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements 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.
 - (3) 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 summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) 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 Student Data.

ARTICLE VI: GENERAL OFFER OF 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 **Exhibit "E"** 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. **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. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **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 all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute 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.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, 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 OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **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. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

ChatGPT Education (ChatGPT EDU)
ChatGPT Enterprise

- I have completed **Exhibit "A"** and, if applicable, specified any excluded Services that are not covered under this DPA.

D.C.

EXHIBIT "B"
SCHEDULE OF DATA

I acknowledge that at least one selection is required in the table below. If my resource does not collect any student data, I will indicate this by selecting the last check box in this exhibit.

D.C.

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>

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

Category of Data	Elements	Check if Used by Your System
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>No information listed above is required to use the services provided by Provider. Users may include all or none of the above listed data elements, depending on their use case.</p>	<input checked="" type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>



I have reviewed and selected only the Data Elements that we need to collect in order to provide the services.

EXHIBIT "C" DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such 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.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

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 for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

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 Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 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 Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

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, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or 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, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local 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.

Subprocessor: For the purposes of this DPA, 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 service, and who has access to Student Data.

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

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of 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:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

_____ Disposition is complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By _____

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

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

San Bernardino City Unified School District

("Originating LEA") which is dated 02-25-2025, 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 statutes; (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:

sck@openai.com

PROVIDER: _____ **OpenAI, L.L.C.** _____

BY: _____ *Dan Cook* _____ Date: 02-25-2025

Printed Name: _____ Dan Cook _____ Title/Position: _____ Deputy General Counsel.

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 **San Bernardino City Unified School District** and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

LEA: San Francisco Unified School District

BY: _____ Date: _____

Printed Name: Eddie H. Ngo _____ Title/Position: Technology Service Officer

SCHOOL DISTRICT NAME: San Francisco Unified School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Eddie H. Ngo

Title: Technology Service Officer

Address: 555 Franklin Street, San Francisco, CA 94102

Telephone Number: _____

Email: ngoe@sfusd.edu

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

OpenAI has completed a SOC 2 audit conducted by an independent auditor, that evaluated the design and effectiveness of OpenAI security policies, procedures, and controls for the Services. Additional security controls are described at <https://trust.openai.com/>.

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:

San Bernardino City Unified School District, located at 777 North F Street, San Bernardino, CA 92410 (the “**Local Education Agency**” or “**LEA**”) and **OpenAI, L.L.C.**, located at 1455 3rd Street, San Francisco, CA 94158 (the “**Provider**”).

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, § 3**. of the DPA (Separate Account) is amended in its entirety 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 audited for biases and fairness and, if necessary, Provider shall implement commercially reasonable strategies to identify and mitigate ~~any identified~~ discriminatory effects or biases in AI decision-making. Upon request by the LEA, the Provider shall provide the LEA or otherwise make publicly available 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:

described elsewhere

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: **San Bernardino City Uni ed School District**

BY:  DATE: 02-27-2025

Printed Name Laura Cardenas Title/Position Purchasing Director

Provider: **OpenAI, L.L.C.**

BY:  DATE: 02-25-2025

Printed Name Dan Cook Title/Position Deputy General Counsel.

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

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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>
Other Types of AI Used	Specify other types of AI here:	<input type="checkbox"/>	<input type="checkbox"/>
Purpose of AI Use	Description	Optional	Required
Personalized learning	Customized learning to match a students' strengths, weaknesses, and learning styles.	<input type="checkbox"/>	<input type="checkbox"/>
Enhanced Teaching and Learning	Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.	<input type="checkbox"/>	<input type="checkbox"/>
Automated Grading and Feedback	Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.	<input type="checkbox"/>	<input type="checkbox"/>
Identifying Learning Gaps	Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Special Education	Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies	<input type="checkbox"/>	<input type="checkbox"/>
Promoting Engagement and Motivation	Gamification elements and interactive learning experiences; increase student engagement and motivation	<input type="checkbox"/>	<input type="checkbox"/>
Administrative Support	Assist with administrative tasks such as scheduling, grading, and managing educational resources	<input type="checkbox"/>	<input type="checkbox"/>
Parental Engagement	Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers	<input type="checkbox"/>	<input type="checkbox"/>
Other Purpose(s) for AI Use	Specify other purpose(s) for AI here: LEAs or their users solely determine the purpose of their AI use using the Providers chatbot services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Student Data Collected With Use of AI	Description	Optional	Required
Student Name	<i>First and/or Last</i>	<input type="checkbox"/>	<input type="checkbox"/>
Date of Birth	<i>Student's date of birth</i>	<input type="checkbox"/>	<input type="checkbox"/>
Student ID Numbers	<i>Unique identification numbers to students for record-keeping purposes.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Demographic Information	<i>Gender, race, ethnicity, nationality, language spoken at home, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Records	<i>academic performance, grades, attendance, disciplinary history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Special Education Information	<i>Individualized education plans (IEPs), accommodations, special needs, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Health Information	<i>Physical or mental health conditions, medications, allergies, medical history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Biometric Data	<i>Fingerprints, facial recognition, or voiceprints for authentication or identification</i>	<input type="checkbox"/>	<input type="checkbox"/>
Behavioral Data	<i>Behavior, interactions with educational materials, engagement levels, learning preferences, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Location Information	<i>Track locations, GPS-enabled devices, attendance tracking systems, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Input Data	<i>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.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Other Student Data	<i>Specify other Student Data here:</i> LEAs and users solely determine what data element of students they upload into the services, which include all or none of the foregoing elements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
No AI used at this time	<i>Provider will immediately notify LEA if this designation is no longer applicable.</i>		<input type="checkbox"/>

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

D.C.

EXHIBIT "H" – Additional Terms or Modifications

Version _____ OpenAI OpCo, LLC

LEA and Provider agree to the following additional terms and modifications:

ARTICLE IV: DUTIES OF PROVIDER

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data ~~after providing the LEA with reasonable prior notice within 30 days of the termination.~~ The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. ~~LEA acknowledges that the Services may not guarantee storage of Student Data within the United States. Provider will comply with all applicable state and federal data storage laws. If LEA is subject to additional local or district specific laws, LEA shall be responsible for ensuring its compliance with those laws.~~ Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. T~~he LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services ~~to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA.~~ Failure to reasonably cooperate shall be deemed a material breach of the DPA.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall

be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - 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; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements 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.
- (3) 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 summary of said written incident response plan~~ Provider will provide reasonable responses to written questionnaires submitted by LEA regarding Provider's incident response plan, provided that LEA acknowledges that Provider is not obligated to provide responses that contain sensitive or confidential information that could be compromise the security of Provider's systems.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) 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 Student Data.

ARTICLE VII: MISCELLANEOUSARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent. ~~This DPA and so long as~~ the Service Agreement ~~has lapsed or has been~~ are mutually dependent; therefore, if either the DPA or the Service Agreement lapses

or is terminated, the other shall automatically be terminated as well. Either party may terminate this DPA and any Service Agreement or contract if the other party breaches any terms of this DPA. Notwithstanding termination, the Provider shall continue to protect Student Data in accordance with the terms of this DPA until all such data has been securely disposed of pursuant to Article IV, §6 of this DPA.

7. **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. In the event ~~that the~~ Provider sells, merges, or otherwise disposes of its business to a successor in interest during the term of this DPA, ~~the~~ Provider ~~shall~~ provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. ~~Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business. If LEA determines that doing business with the successor in interest would violate any applicable laws or regulations applicable to LEA, LEA may terminate this DPA upon thirty (30) days prior written notice within sixty (60) days of the date on which it receives the notice of the sale, merger, or disposal. Provider may assign this DPA to an affiliate entity that is owned, controlled, or under common control of OpenAI without notice or LEA consent. In case of an assignment to an affiliate, Provider remains fully responsible and liable for the performance of this Agreement by the affiliate. Any breach of this Agreement by the affiliate shall be deemed a breach by OpenAI.~~

D.C. L.C.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
UVGPT-2JKYK-JE6LB-HIPUF

DOCUMENT COMPLETED BY ALL PARTIES ON
27 FEB 2025 19:27:59 UTC

SIGNER

LAURA CARDENAS

EMAIL
LAURA.CARDENAS@SBCUSD.K12.CA.US

TIMESTAMP

SENT
27 FEB 2025 18:20:34 UTC
VIEWED
27 FEB 2025 19:26:46 UTC
SIGNED
27 FEB 2025 19:27:59 UTC

SIGNATURE



IP ADDRESS
74.87.37.106

LOCATION
HUNTINGTON BEACH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
27 FEB 2025 19:26:46 UTC



Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Order Form (San Francisco Unified School District and OpenAI)	7781ac1c-afed-493c-b6a3-3d2c1eebde42

Contract signed by:

Kevin Mills	Signer ID:	f600f051-eafe-4a75-8370-0d0ed12ddf3d
	Email:	kmills@openai.com
Date / Time:	Jan 26, 2026 at 6:13 PM UTC	
IP Address:	136.143.157.68	
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/144.0.0.0 Safari/537.36	