

STUDENT INFORMATION

The undersigned Contractor

Blooket LLC, in order to fulfill its contracted duties for FLVS, is designated by FLVS as a “school official” with a legitimate educational interest and Contractor will receive and have access to certain personally identifiable information from FLVS student education records pursuant to a purchase quote made on March 5, 2025. The parties agree this agreement shall apply to such purchase if executed by the parties. The parties agree the underlying agreement shall be governed by the Terms of Service of Blooket. Accordingly:

Contractor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. s. 1232g and 34 C.F.R. 99.31), and Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, State Board of Education rules 6A-1.0955 and 6A-1.09550, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor shall indemnify, defend, and hold harmless FLVS, its officers, and employees for any violation of this covenant. This provision shall survive the termination of this Agreement and shall be binding upon Contractor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. The parties agree that such indemnification as well as all damages including costs and fees shall be limited to the amount paid to Contractor for the purchase of services.

As a condition precedent to receiving personally identifiable information from the education records of students, the Contractor warrants and agrees that the Contractor:

1. will limit the use of, or access to, personally identifiable information from education records of students to the limited scope of information actually needed to complete the Contractor’s duties and/or services under the Agreement. FLVS has determined that Contractor has a legitimate educational interest in receiving only the following fields of student data (for example, name, grade-level, school attending, etc.):

Product Name: Blooket Plus

Student Information: Username

2. will limit the access to personally identifiable information from education records of students to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to fulfill the Contractor’s responsibilities under the Agreement); and

3. shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally identifiable information from education records of students, except for the legitimate purposes recognized under the Agreement, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and

4. is under the direct control of FLVS with respect to the use and maintenance of education records; and

5. is subject to the requirements of 34 C.F.R. s. 99.33(a) governing the use and redisclosure of personally identifiable information from an education record of a student, meaning the Contractor may disclose personally identifiable information from an education record only on the condition that the party to whom the information is disclosed will not disclose the information to any other party without the prior consent of the parent or eligible student as those terms are defined in 34 C.F.R. s. 99.3, and the officers, employees, and agents of a party that receives information from the Contractor may use the information, subject to the limitations described in paragraph C.2 above, but only for the purposes for which the disclosure was made; and

6. shall not disclose or redisclose personally identifiable information to a third party unless the disclosure is made pursuant to and authorized by: (a) FERPA and 34 CFR 99.31; or (b) prior written consent of a parent or an eligible student; and

7. shall comply with the requirements of the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, Section 1002.22, Florida Statutes, the Protection of Pupil Rights Amendment (PPRA); the Student Online Personal Information Protection Act, F.S. 1006.1494 and implementing State Board of Education rules; and the Children's Online Privacy Protection Act (COPPA), 15 USC ss 6501-6506, and its implementing regulations, and shall not use any of the personally identifiable information from education records of students that is received pursuant to the Agreement in violation of any applicable federal or state law, rule, regulation, or FLVS policy. The personally identifiable information must not be used for any other purpose other than the purposes outlined in the Agreement. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. The Contractor shall not share or sell a student's personally identifiable student information for commercial purposes, including but not limited to targeted advertising, without providing parents a means to consent or disapprove; and

8. will store and process personally identifiable information from education records of students in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure personally identifiable information from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification of FLVS in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. Contractor agrees to share its incident response plan with FLVS upon request. Contractor shall maintain and revise its incident response plan to ensure that it is in a ready state at all times; and

9. will dispose of all information containing personally identifiable information disclosed to it by FLVS (and any copies thereof), after the subscription ends by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, unless the information in the possession of the Contractor constitutes a "record copy" required to be retained by FLVS's records retention schedule, in which case the Contractor will return the information to FLVS rather than disposing of it. The Contractor may retain all data which has been deidentified and any data for legal purposes.

Authorized Contactor representative has read the foregoing and, by executing, agrees and accepts such terms effective as of the date indicated below the Contractor signature.

Blooket LLC

Signature: 

Printed Name: Gregory D. Stewart

Title: Managing Member

Date: 8/18/2025