

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

---

**CA-NDPA Standard  
Version 1.0 (10.25.20)**

**Palm Springs Unified School District**

**and**

**NCS Pearson, Inc.**

**March 9, 2022**

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:

Palm Springs Unified School District , located at 150 District Center Dr., Palm Springs, CA 92264  
(the “Local Education Agency” or “LEA”) and  
NCS Pearson, Inc. , located at 5601 Green Valley Drive, Bloomington, MN 55437  
(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
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: Brian M Guzman Title: Programmer/Analyst  
Address: 150 District Center Dr., Palm Springs, CA 92264  
Phone: (760)992-3200 Email: datasystemsteam@psusd.us

The designated representative for the Provider for this DPA is:

Name: Randall Trask Title: SVP - Clinical Assessments  
Address: 5601 Green Valley Drive, Bloomington, MN 55437  
Phone: \_\_\_\_\_ Email: legalTSC@pearson.com

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

LEA: Palm Springs Unified School District

By:  Date: 3.9.2022

Printed Name: William Carr Title/Position: Director- Ed Technology & Information Services

PROVIDER: NCS Pearson, Inc.

By: Randall T. Trask Date: 03/09/2022  
Randall T. Trask (Mar 9, 2022 09:23 MST)

Printed Name: Randall Trask Title/Position: SVP - Clinical Assessments

## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data 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
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this 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.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

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**

<b>PLATFORM</b>	<b>COVERED PRODUCTS</b>
Q-global™	Web-based system for test administration, scoring and reporting
Q-interactive™	iPad-based testing system that helps administer, score and report clinical assessments
Assessment Technology Platform	NNAT3, Grade, Gmade, TELL
TEP / Program Workshop	SAT, OLSAT, NNAT2
AimswebPlus	AimswebPlus
Review360	Review360
Work Sampling Online / Ounce	Work Sampling Online / Ounce
DRA2	DRA2
DRA3	DRA3
WriteToLearn	WriteToLearn

## **EXHIBIT "B"**

### **SCHEDULE OF DATA**

#### **DATA CATEGORIES**

Depending on the Services, we may collect and process the following categories of data in order to manage day to day business needs including, but not limited to, performing services on behalf of a business, payment processing and financial account management, business planning and forecasting, system improvements, security and fraud prevention, and compliance with legal and regulatory obligations:

- (A) Identifiers such as a real name, address, unique personal identifiers, or email address
- (B) Customer records such as signature
- (C) Characteristics of protected classifications under California or federal law
- (D) Commercial information, such as products or services purchased, obtained, or considered
- (E) Internet or other electronic network activity information such as information regarding a consumer's interaction with an Internet Web site, application, or advertisement
- (F) Geolocation data
- (G) Sensory data, such as audio, electronic, visual, or similar information
- (H) Professional or employment-related information
- (I) Education information
- (J) Inferences about preferences, characteristics, psychological trends, preferences, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes

#### **COLLECTION AND STORAGE OF INFORMATION**

We will collect certain personal information during different activities on this Site or otherwise, such as user registration, when you purchase materials, participate in a survey, contact us with questions or offer feedback on the Site. In connection with such activities, you may be asked to provide certain information such as your name, mailing address, telephone number, fax number, credit card number and email address. In order to qualify for the purchase of materials we may also request professional qualifications, affiliations or employment information. We may maintain this information in our computer and ordering system.

*continued on next page*

## PLATFORM AND SYSTEMS INFORMATION

Platform specific data collection is described in the table below:

PRODUCT PLATFORM	CATEGORIES OF DATA
<p>Clinical Assessments (Q-Global and Q-interactive)</p>	<p>In providing tests and testing services through this system, We collect or receive Personal Information from Examinees, as well as Test Administrators. Certain Examinee Personal Information is provided to us by the Test Administrator; and other information is provided to us by the Examinee. Test Administrator Personal Information is provided to us by the Qualified Customer and the Test Administrator.</p> <ul style="list-style-type: none"> <li>•Test Administrator Personal Information Collected. The Personal Information that We collect, receive or process with respect to a Test Administrator through this system may include: name, phone number, mobile phone number, email address, Pearson qualification level, log-in ID and password.</li> <li>•Examinee Personal Information Collected. The Personal Information that We collect, receive or process with respect to Examinees may include: first name, last name, Examinee ID (as assigned by a Test Administrator), date of birth, gender, race/ethnicity, handedness and home language. In addition, depending upon the particular clinical assessment, a wide range of additional demographic information may be collected, including, but not limited to: clinical history; education history and issues; work and employment status, history and issues; health conditions; medications; employment status; marital status; family information and history; and living arrangements. Through this system, We collect and score the responses to the clinical assessment questions and derive raw scores and test scaled or percentile scores.</li> </ul>
<p>AimswEBPlus</p>	<p>Educator: To create a record for a student the following information must be collected from educators through this Site: student's name, grade, birth date, gender, student identification number, district, school, service code, ethnicity and free and reduced lunch status. The following additional information may be collected: Entry Grade, IEP, ESL, Section 504, After School, Correctional, Summer School, IDEA, Gifted/Talented, Intervention Level, Mobility, Behavior Disorder, Federal Disability Categories. Upon initial login by an educator the following personal information may be collected: name, school district, address, phone number, and email. If Pearson receives inquiries or emails about or through this Site from educators, Pearson may keep a record of the email, correspondence and comments, including the individual's name, school district or organization name and email address in order to reply to the communication, perform Site support and issue resolution and maintain business records concerning this Site. THE ENTRY OF ALL STUDENT PERSONAL DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.</p> <ul style="list-style-type: none"> <li>• Student Data: Students cannot access aimswEBPlus. Any required student testing is conducted in a separate test platform, TestNav. Once a student completes testing in TestNav the student testing data is transferred to aimswEBPlus. Student testing</li> </ul>

PRODUCT PLATFORM	CATEGORIES OF DATA
	<p>data can be reported to Parents as a pdf file extract from aimswebPlus.</p> <ul style="list-style-type: none"> <li>• Parents and Students: Pearson cannot collect personal information directly from parents or students through this website. Parents and students will not have login or access to AimswebPlus. Parents and students may receive PDF report extracts from an educator.</li> </ul>
Development Reading Assessment (DRA)	<ul style="list-style-type: none"> <li>• Administrators: Each school using the Site must designate an administrator, whose name is provided to the Site. The administrator also provides us with the following data for the administrator: office phone, birthdate and email address. We are also provided with the name of the school district, the name of the school, and the city, county, and zip code of that school. We collect from the administrator the full names of educators that the administrator has decided should be eligible to use the Site. Once entered, each such educator is assigned a user identification and password, enabling them to log onto the Site and to enter or modify student DRA assessment data for students in their class. An administrator may automatically import student data into the Site if the school or district has such files stored or otherwise available electronically. THE ENTRY OF ALL STUDENT PERSONAL DATA OR DRA ASSESSMENT DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.</li> <li>• Educators: Educators with User IDs and passwords may log onto the Site. If the administrator has not imported or otherwise entered the following information regarding the educator's classes and students, educators are asked to manually enter their students' full names, birthdates, grade, gender, student ID, and any special education and bilingual classifications.</li> <li>• View-Only Access Users: Other school or district officials that require view-only access shall be given access to DRA assessment data upon registration. View-only access users may only view DRA assessment data and may not modify or otherwise change any data on the Site. We will collect the name, email address, birthdate and work phone number when registering any view-only access user.</li> <li>• Students: Except for collecting the student information from a school official or educator for purposes of correlating DRA assessment data to such student, the Site does not request or collect any other personal information regarding students from the schools, administrators, educators, students or parents. In no event do we ask children or students for any personal information directly either online or offline.</li> </ul>

PRODUCT PLATFORM	CATEGORIES OF DATA
Review360	<p>We collect a limited amount of personal information from educators, administrators, parents and non-registered users ("Users") about themselves and their students in order to be able to provide the services through the Site in connection with Review 360. This Site is only intended for use by educators in schools and/or school districts or related entities (collectively, "Schools"), and is not intended for use by the student. In no event do we ask students for any personal information directly either online or offline.</p> <ul style="list-style-type: none"> <li>• Administrators: Each Review 360 licensee using the Site must designate at least one License Manager, whose name is provided to the Site. The License Manager also provides us with the necessary contact information for the administrator. The License Manager will be responsible for setting up all applicable professionals utilizing this License. License Managers are also responsible for creating additional administrator and professional-level accounts. Once entered, each such User is assigned a user identification and password, enabling them to log onto the Site and to enter or modify student Review 360 data for students. THE ENTRY OF ALL STUDENT PERSONAL DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.</li> <li>• Educators: Educators with User IDs and passwords may log onto the Site. If a license/program/site administrator has not imported or otherwise entered the following information regarding the educator's classes and students, educators are asked to manually enter their students' information. To create a record for a student, you need to supply us with the student's grade, unique student number, and campus of registration (this information is used to personalize the content of the Site). In addition, if you are registering as an educator or a school, you also have the option of supplying us with the following information: the student's first language, ethnicity and class level, as well as telling us whether the student participates in an Individualized Education Program (IEP), or any other customized demographics that your school or district asks to collect.</li> <li>• Students: Except for collecting the student information from a school official or educator as required for recording information, the Site does not request or collect any other personal information regarding students from the schools, administrators, educators, students or parents. In no event do we ask students for any personal information directly either online or offline.</li> </ul>
WriteToLearn	<p>Student responses from WriteToLearn activities are collected and scored automatically. Through this Site, the School, through the student's educator (as designated on the Student Enrollment file), may obtain and print reports about the results for that student and track such student's learning progress.</p>

<b>PRODUCT PLATFORM</b>	<b>CATEGORIES OF DATA</b>
<p>Ounce and Work Sampling</p>	<p>We collect a limited amount of personal information from educators, administrators, parents and non-registered users about themselves and their students in order to be able to provide the services through the Site in connection with Work Sampling Online and Ounce Online. This Site is only intended for use by parents or guardians and educators, schools and/or school districts (collectively, "Schools"), and is not intended for use by the student. In no event do we ask children or students for any personal information directly either online or offline.</p> <ul style="list-style-type: none"> <li>• Administrators: Each Work Sampling Online and Ounce Online licensee using the Site must designate at least one License Manager, whose name is provided to the Site. The License Manager also provides us with the necessary contact information for the administrator. The License Manager will be responsible for setting up all applicable districts and schools utilizing this License. License Managers are also responsible for creating additional administrator and educator accounts. Once entered, each such User is assigned a user identification and password, enabling them to log onto the Site and to enter or modify student Work Sampling Online and Ounce Online assessment data for students in their class(es). THE ENTRY OF ALL STUDENT PERSONAL DATA OR WORK SAMPLING ONLINE OR OUNCE ONLINE ASSESSMENT DATA IS THE SCHOOL'S RESPONSIBILITY AND PEARSON ASSUMES NO RESPONSIBILITY TO ENTER, COLLECT, OR REVIEW ANY SUCH DATA.</li> <li>• Educators: Educators with Users IDs and passwords may log onto the Site. If an administrator has not imported or otherwise entered the following information regarding the educator's classes and students, educators are asked to manually enter their students' information. To create a record for a student, you need to supply us with the student's name, birth date, and gender (this information is used to personalize the content of the Site). In addition, if you are registering as an educator or a school, you also have the option of supplying us with the following information: the student's first language, ethnicity and class level, as well as telling us whether the student participates in an Individualized Education Program (IEP), or any other customized demographics that your school or district asks to collect. Such optional information would be used solely to create aggregated non-personalized outcome group progress reports that may be desired by an administrator or a school district.</li> <li>• Guest: As a guest, you may take a tour of the Site, as well as read information on the different applications available on the Site. This requires neither registration nor log in, and we do not ask for any personal information from guests.</li> <li>• Students: Except for collecting the student information from a school official or educator for purposes of correlating Work Sampling Online and Ounce Online assessment data to such student, the Site does not request or collect any other personal information regarding students from the schools, administrators,</li> </ul>

PRODUCT PLATFORM	CATEGORIES OF DATA
	<p>educators, students or parents. In no event do we ask children or students for any personal information directly either online or offline.</p> <ul style="list-style-type: none"> <li>• Testing Information: Developmental Checklists and other individual reports are inputted (or otherwise imported) by the educator into the Site and are accessible only to educators, administrators or other authorized school official.</li> </ul>
<p>Assessment Technology Platform (ATP): TELL, NNAT, GMADE / GRADE</p>	<ul style="list-style-type: none"> <li>• Administrators: To create an Assessment Program record for a student and register students for an assessment in that Assessment Program, the following information may be collected from educators through this Site, as specified by the Education Agency sponsoring the Assessment Program: student's name, birth date, gender, statewide identifier, student's first language, ethnicity, grade level, participation in an Individualized Education Program (IEP). Other demographic information may also be collected if so specified by the Education Agency for the Assessment Program. To order materials related to an Assessment Program, the following personal information may be collected: name, school district, address, phone number, and quantity. If Pearson receives inquiries or emails about or through this Site from educators, Pearson may keep a record of the email, correspondence and comments, including the individual's name, school district or organization name and email address in order to reply to the communication, perform Site support and issue resolution and maintain business records concerning this Site.</li> <li>• Parents and Students: At this time, Pearson does not seek to collect personal information from parents or students through this website.</li> </ul>



## **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**

**Palm Springs Unified School District** 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:

**[Insert categories of data here]**

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:

**[Insert or attach special instructions]**

**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  
Palm Springs Unified School District

("Originating LEA") which is dated March 9, 2022, 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:

**legalTSC@pearson.com**

PROVIDER: \_\_\_\_\_ NCS Pearson, Inc. \_\_\_\_\_ +

BY: Randall T. Trask \_\_\_\_\_ Date: 03/09/2022 \_\_\_\_\_  
Randall T. Trask, Mar 9, 2022 09:23 MST

Printed Name: Randall Trask Title/Position: SVP - Clinical Assessments

**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 Palm Springs 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: \_\_\_\_\_

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**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain 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**

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
<input type="checkbox"/>	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
<input checked="" 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)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

\*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

## EXHIBIT "G"

### Supplemental SDPC State Terms for California

#### Version 1.0

This Amendment for SDPC 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:

Palm Springs Unified School District, located at 150 District Center Dr., Palm Springs, CA 92264  
(the "**Local Education Agency**" or "**LEA**") and  
NCS Pearson, Inc., located at 5601 Green Valley Drive, Bloomington, MN 55437  
(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

**WHEREAS**, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

**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); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

**WHEREAS**, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act ("**SOPIPA**") at California Bus. & Prof. Code § 22584; California Assembly Bill 1584 ("**AB 1584**") at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

**WHEREAS**, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

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

1. **Term.** The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.
2. **Modification to Article IV, Section 7 of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

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.

[SIGNATURES BELOW]

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

LEA: Palm Springs Unified School District

By: 

Date: 3.9.2022  
LEA SIGN DATE

Printed Name: William Carr

Title/Position: Director- Ed Technology & Information Services

Provider: NCS Pearson, Inc.

By: Randall T. Trask  
Randall T. Trask (Mar 9, 2022 09:23 MST)

Date: 03/09/2022

Printed Name: Randall Trask

Title/Position: SVP - Clinical Assessments

