

**CALIFORNIA STUDENT DATA PRIVACY AGREEMENT**

**Version 1.0**

Atascadero Unified School District

and

Big Ideas Math

12/13/2017

Signed

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Atascadero Unified School District (hereinafter referred to as "LEA") and Big Ideas Math (hereinafter referred to as "Provider") on 3/20/2018. The Parties agree to the terms as stated herein.

## RECITALS

**WHEREAS**, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated 7/23/2014 ("Service Agreement"); and

**WHEREAS**, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

**WHEREAS**, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

**WHEREAS**, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

**WHEREAS**, the Provider may, by signing the "General Offer of Privacy Terms", agrees to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## 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 transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. 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. Control duties are set forth below.
- 2. Nature of Services Provided.** The Provider has agreed to provide the following digital educational services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided.** In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Exhibit "B":

|  |
|--|
| Please mark data needed in Exhibit A & B |
|--|

4. **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 term used in the Service Agreement.

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

1. **Student Data Property of LEA.** All Student Data or any other Pupil Records 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 Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records 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 LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of 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.** Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

5. **No Unauthorized Use.** Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this DPA

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data In Compliance With FERPA.** LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this DPA.
2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this DPA.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the 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 shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications.
5. **Disposition of Data.** Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
6. **Advertising Prohibition.** Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

#### **ARTICLE V: DATA PROVISIONS**

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in in Exhibit "D" hereto. These measures shall include, but are not limited to:
  - a. **Passwords and Employee Access.** Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
  - b. **Destruction of Data.** Provider shall destroy all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was

obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
  - d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
  - e. **Security Technology.** When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
  - f. **Security Coordinator.** Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement
  - g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:
- a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
    - 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.
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
- i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

#### **ARTICLE VI: GENERAL OFFER OF PRIVACY 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 this DPA 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. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **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.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall

destroy all of LEA's data pursuant to Article V, section 1(b).

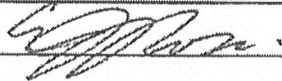
4. **Priority of Agreements.** This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
6. **Application of Agreement to Other Agencies.** Provider may agree by signing the General Offer of Privacy Terms be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
7. **Entire Agreement.** This DPA constitutes 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.
8. **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.
9. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA,

WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN SAN LUIS OBISPO COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Atascadero Unified School District

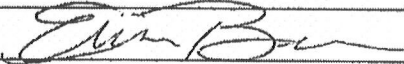


Date: 12/13/2017

Printed Name: EJ Rossi

Title/Position: Assistant Superintendent of Educational Services

Big Ideas Math



Date: 3/21/18

Printed Name: Erika Berlin

Title/Position: VP, Technology

*Note: Electronic signature not permitted.*

**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES**

*Big Ideas Math* online platform



**EXHIBIT "B"**  
**SCHEDULE OF DATA**

| Category of Data                    | Elements   | Check If used by your system        |
|-------------------------------------|--|-------------------------------------|
| Application Technology Meta Data    | IP Addresses of users, Use of cookies etc.                                     | <input checked="" type="checkbox"/> |
|                                     | Other application technology meta data-Please specify:                         | <input type="checkbox"/>            |
| Application Use Statistics          | Meta data on user interaction with application                                 | <input checked="" type="checkbox"/> |
| Assessment                          | Standardized test scores   | <input type="checkbox"/>            |
|                                     | Observation data   | <input type="checkbox"/>            |
|                                     | Other assessment data-Please specify:  | <input checked="" type="checkbox"/> |
| Attendance                          | Student school (daily) attendance data   | <input type="checkbox"/>            |
|                                     | Student class attendance data  | <input type="checkbox"/>            |
| Communications                      | Online communications that are 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, preferred 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 checked="" type="checkbox"/> |
|                                     | Homeroom   | <input type="checkbox"/>            |
|                                     | Guidance counselor   | <input type="checkbox"/>            |
|                                     | Specific curriculum programs   | <input type="checkbox"/>            |
|                                     | Year of graduation   | <input type="checkbox"/>            |
| Parent/Guardian Contact Information | Address  | <input type="checkbox"/>            |
|                                     | Email  | <input checked="" type="checkbox"/> |
|                                     | Phone  | <input type="checkbox"/>            |
| 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"/>            |

| Category of Data            | Elements   | Check if used by your system        |
|-----------------------------|--|-------------------------------------|
| 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   | <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"/>            |
| Category of Data            | Elements   | Check if used by your system        |
| Student Contact Information | Address  | <input type="checkbox"/>            |
|                             | Email  | <input type="checkbox"/>            |
|                             | Phone  | <input type="checkbox"/>            |
| Student Identifiers         | Local (School district) ID number  | <input checked="" type="checkbox"/> |
|                             | State ID number  | <input type="checkbox"/>            |
|                             | Vendor/App assigned student ID number  | <input checked="" type="checkbox"/> |
|                             | Student app username   | <input checked="" type="checkbox"/> |
|                             | Student app passwords  | <input checked="" 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 checked="" 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"/>            |



| Category of Data | Elements                                  | Check if used by your system        |
|------------------|---|-------------------------------------|
| Other            | Other student work data - Please specify: | <input checked="" type="checkbox"/> |
|                  | Notes, homework, and test answers.        |                                     |
| Transcript       | Student course grades                     | <input type="checkbox"/>            |
|                  | Student course data                       | <input checked="" type="checkbox"/> |
|                  | Student course grades/performance scores  | <input type="checkbox"/>            |
|                  | Other transcript data -Please specify:    | <input type="checkbox"/>            |

| Category of Data | Elements   | Check if used by your system |
|------------------|--|------------------------------|
| 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            | Please list each additional data element used, stored or collected by your application | <input type="checkbox"/>     |

## EXHIBIT "C"

### DEFINITIONS

**AB 1584, Buchanan:** The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

**De-Identifiable Information (DII):** De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

**NIST 800-63-3:** Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

**Operator:** For the purposes of SB 1177, SOPIPA, the term "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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

**Personally Identifiable Information (PII):** The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

|                           |                             |
|---------------------------|-----------------------------|
| First and Last Name       | Home Address                |
| Telephone Number          | Email Address               |
| Discipline Records        | Test Results                |
| Special Education Data    | Juvenile Dependency Records |
| Grades                    | Evaluations                 |
| Criminal Records          | Medical Records             |
| Health Records            | Social Security Number      |
| Biometric Information     | Disabilities                |
| Socioeconomic Information | Food Purchases              |
| Political Affiliations    | Religious Information       |
| Text Messages             | Documents                   |
| Student Identifiers       | Search Activity             |
| Photos                    | Voice Recordings            |
| Videos                    |                             |

#### General Categories:

**Indirect Identifiers:** Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

## Information in the Student's Email

**Provider:** For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the Service Agreement the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education 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 pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

**SB 1177, SOPIPA:** Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

**Service Agreement:** Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

**School Official:** For the purposes of this Agreement and pursuant to 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 education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

**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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal 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.

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

**Subprocessor:** For the purposes of this Agreement, 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 software, and who has access to PII. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

**Targeted Advertising:** Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

**Third Party:** The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

# BIG IDEAS MATH

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## Privacy Policy

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This Privacy Policy ("Policy"), effective 07/01/2016, tells you about Big Ideas Learning, LLC's privacy practices governing personal information we may collect when you visit our [bigideasmath.com](http://bigideasmath.com) website, and how we may use and share that information. Your prior activities on the site may have been governed by an earlier version of this Policy.

From time to time, we may use your information for new, unanticipated uses not previously disclosed in our Policy. If our information practices do change materially, we will post the changes to our website and revise our Policy accordingly. In addition, if we have collected personally-identifying information from you, we will notify you and secure your consent before using your personal information in new ways.

# What Information Do We Collect?

## Personal Information:

We collect personal and contact information you choose to provide to us in connection with your activities on the site. What we collect depends on whether you register through Clever or on our site directly. In either case, if you are a minor, your school has acted as your parent or guardian's agent and has consented to this collection on your behalf. If you are under 13 years old, this consent fulfills our obligation under the Children's Online Privacy Protection Act. Our collection of personal information to set up your account is in furtherance of our performance of services otherwise performed by school employees, is under the direct control of the school with respect to the use and maintenance of educational records, and complies with use and redisclosure requirements regarding personal information from education records, all in compliance with the Family Educational Rights and Privacy Act.

### Registration through Clever:

Schools may register their students for bigideasmath.com through Clever, a third-party service providing single login functionality for a variety of educational applications. Schools will provide Clever with the following information for each teacher and student:

- First and last name
- School name and school address
- Individual's school email address

Schools may opt to share additional student information with Clever, such as gender or date of birth. Your personal information is stored and encrypted by Clever, not by us, but we are able to view this information. Information you provide to Clever directly is governed by its privacy policy, which you can find here: <https://clever.com/about/privacy-policy> (<https://clever.com/about/privacy-policy>).

### Registration by Teacher:

A teacher may choose to register directly through our site. The district will provide each teacher with a link and a district or school- level access code so the teacher can set up an account. The teacher will provide us with the following information:

- Teacher's first and last name
- School name and school address
- Teacher's school email address.

The teacher will provide each student in the registered class with a link and access code so the student can set up an account. The student will provide us with the following information:

- First and last name
- Student ID

The teacher and student will also set up passwords.

## Other user information we collect:

In addition, for each visitor to our site, we automatically gather certain other potentially identifying information and store it in log files. This information includes (as applicable) date/time stamp, student answers to questions, scores, access to assignments, live chat transcripts, and time spent on assessments. We collect and store this information on an individual basis and in aggregate, or combined, form. We use proprietary algorithms to calculate behavior, knowledge, and skill statistics using individual simulation activity for each student.

“Do  
Not

### Track” Signals.

We do not currently have the capability to recognize browser “Do Not Track” signals. We adhere to the standards set forth in this privacy policy.

### Cookies

A cookie is a small text file that is stored on a user’s computer for record-keeping purposes. If you reject cookies, you may still use our site, but your ability to use some areas of our site will be limited. We use session cookies to make it easier for you to navigate our site. We use session cookies to record session information, such as which web pages a user has visited, and to track user activity on the site. We also use session cookies to store any passwords used on the site (such as a password associated with a user account), so you don’t have to enter it more than once per session. These cookies are deleted when you close your web browser.

### Analytics

To determine how many users visit our site, how often they visit this site, and to better understand the areas of greatest interest to our visitors, we use a tools called “Google Analytics” to compile this information for us. As a result of your visit to our site, Google may collect information such as your domain type, your IP address and clickstream information. We do not combine the information collected through the use of analytics tools with personally identifiable information. For more information about the analytics companies’ ability to use and share information about your visits to this site, see <http://www.google.com/intl/en/policies/privacy/> (<http://www.google.com/intl/en/policies/privacy/>).

## How Do We Use and Share the Information We Collect?

We store and process your Personal Information to authenticate your user's license and to grant you access to the applicable materials.

We also use information we collect to analyze trends, to administer the site, and to track users' movements around the site. We also use this information to improve the site and to make it more useful to visitors.

We do not share Personal Information we collect on this site with any third parties, except that (i) we may share student assessment results (grades and the like) with Clever if the school has registered through that third party service, and (ii) we may share Personal Information where we have a good faith belief that such action is necessary to comply with a current judicial proceeding, court order, or legal process.

It is possible that, at some time in the future, our company may be sold along with its assets, or may engage in business transactions in which customer information is one of the assets transferred. In such a case, the customer information which we have gathered may be one of the business assets we transfer.

## How Long Do We Keep the Information We Collect?

We will retain your Personal Information in accordance with our continuing business need to service this relationship and/or to improve our site.

## How to Correct Information

A teacher who has registered on our site may update or correct his or her own Personal Information and the Personal Information of his or her students that we maintain. Teachers registered through Clever may update information according to the procedures Clever has in place.

## Security

The security of your Personal Information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, and to guard that information against loss, misuse, or alteration.

Please note, however, that no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, while we use commercially-reasonable means to protect your personal information, we cannot guarantee its absolute security.



## Links to Third Party Sites

This Policy applies only to information collected by this website. From time to time, this website may link you to other sites ("Linked Sites") that are not owned by us. We do not control the collection or use of any information, including Personal Information, that occurs during your visit to the Linked Sites. Further, we make no representations about the privacy policies or practices of the Linked Sites, and we are not responsible for their privacy practices.

Be careful of disclosing any of your personally identifiable information when leaving our site. We encourage you to be aware when you leave our site and to read the privacy statements of every website that collects personally identifiable information.

## Questions About Our Privacy Policy and Practices

If you have any questions about the Policy or our privacy practices, you may contact:

Big Ideas Learning, LLC

1762 Norcross Road

Erie, PA 16510

(877) 552 – 7766

[legal@bigideaslearning.com](mailto:legal@bigideaslearning.com)