CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Chino Valley Unified School District

AND

Provider:

Renaissance Learning, Inc.

Date:

March 19, 2019

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Chino Valley Unified School District

(hereinafter referred to as "LEA") and Renaissance Learning, Inc. (hereinafter referred to as "Provider") on March 19, 2019 . 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 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; 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" (Exhibit "E"), agree 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 LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "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 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 Agreement 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 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 Student Data in 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 timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data 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 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

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.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 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 data.

4. **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.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

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. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student 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. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

    a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

    b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, 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 Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in 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. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student 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 the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards 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 digital 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, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, 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.

h. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

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, and not exceeding forty-eight (48) hours. 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. Provider agrees to adhere to all requirements in applicable State and in federal law 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.

e. 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 copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, 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. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. 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 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 in 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. .

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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

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), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the 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, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Maggie Bunten
Title: Director, Technology / Information Services

Contact Information:
Maggie Bunten
maggie_bunten@chino.k12.ca.us

The designated representative for the Provider for this Agreement is:

Name: Jeff Christensen
Title: Director of Information Security

Contact Information:
Jeff Christensen
2911 Peach Street
Wisconsin Rapids, WI 54494

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Same
Title:

Contact Information:

6. **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.

7. **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.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **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.

[*Signature Page Follows*]

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

Provider: Renaissance Learning, Inc.

BY: _____ Date: 3/21/2019

Printed Name: Jeff Christensen Title/Position: Director of Information Security

Local Education Agency: Chino Valley Unified School District

BY: _____ Date: 3/21/19

Printed Name: Maggie Bunten Title/Position: Director, Technology / Information Services

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Renaissance is the leader in pre-K - 12 learning analytics.

Renaissance's solutions enable teachers, curriculum creators, and educators to drive phenomenal student growth. Renaissance's solutions help educators analyze, customize, and plan personalized learning paths for students, allowing time for what matters - creating energizing learning experiences in the classroom. Our data-drive, personalized solutions are currently used in over one-third of U.S. schools and more than 70 countries worldwide. For more information, visit www.renaissance.com.

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.	✓
	Other application technology meta data-Please specify:	✓
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	✓
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	✓
	Place of Birth	
	Gender	✓
	Ethnicity or race	✓
	Language information (native, preferred or primary language spoken by student)	✓
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	✓
	Phone	

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

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor-mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	✓

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Please refer to the attached Renaissance Data Privacy and Use information for additional details.

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 Provider 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.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: 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 applicable state statutes.

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 Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

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 LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

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 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

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

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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

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.

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" 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."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Chino Valley Unified School District directs 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:

Extent of Disposition Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ✓ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	✓ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	✓ As soon as commercially practicable _____By (Insert Date) _____

Authorized Representative of LEA — Date: 3/21/19

Verification of Disposition of Data by Authorized Representative of Provider — Date: 3/21/2019

Jeff Christensen, Dir. Information Security

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Chino Valley Unified School District and which is dated March 19, 2019 to any other LEA ("Subscribing LEA") who accepts this General Offer though 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Renaissance Learning, Inc.

BY: Jeff Christensen Date: 3/21/2019

Printed Name: Jeff Christensen Title/Position: Director of Information Security

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.

Subscribing LEA: Chino Valley Unified School District

BY: Date: 3/21/19

Printed Name: Maggie Bunten Title/Position: Director of Technology / Information Services

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Jeff Christensen

Title: Director of Information Security

Email Address: contracts@renaissance.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Renaissance data privacy and use

As a leading provider of technology and service to K–12 schools worldwide, security is a critical aspect of Renaissance's business. We strive to exceed the expectations of the educators we serve, as well as those of the laws, rules, and regulations created to keep data confidential. Every day, millions of users depend upon our commitment to ensure their information is kept safe and confidential. We take this commitment seriously.

This document addresses some of the most common inquiries school leaders express regarding Renaissance's data security and privacy measures. Customers with additional questions regarding Renaissance's data security policies may e-mail these inquiries directly to Privacy.Officer@renaissance.com.

Renaissance hosted sites help streamline data management

Customers use their Renaissance hosted sites to access and manage the data associated with their Renaissance solutions. This includes adding, editing, or deleting information about their districts, schools, school years, personnel, students, courses, and classes across all of their Renaissance products simultaneously. Administrators can set data editing restrictions in the system that limit which information specific users may edit.

In addition to managing assessment and practice data, a customer's Renaissance hosted site maintains student, staff, and parent information. Renaissance requires some personally identifiable information for student, staff, and parent users to grant those users access to Renaissance applications or reports. Renaissance strictly limits the amount of required data it collects, but customers may choose to collect additional, optional information.

Some data collected via the customer's Renaissance hosted site may be used for research. Any data used for research is stripped of all personally identifiable information. At no time will Renaissance publish the names of any district, school, or individual without written authorization. Table 1 details the types of student data that may be collected and whether it may be used for research.

Table 1. A variety of student data may be collected via Renaissance's hosted site, but only some details are required.

Student information that may be collected	Required to access Renaissance applications	May be used for research
Assessment and practice data	Yes	Yes
First name	Yes	No
Preferred name	Optional	No
Middle name	Optional	No
Last name	Yes	No
User name (auto-generated by Renaissance unless entered by customer)	Yes	No
Password	Yes	No
Confirm password	Yes	No
School	Yes	Yes

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Student information that may be collected	Required to access Renaissance applications	May be used for research
ID (auto-generated by Renaissance unless entered by the customer)	Yes	No
Gender	Optional	Yes
Grade	Yes	Yes
State student ID	Optional	No
Date of birth	Yes	Yes
Ethnicity	Optional	Yes
Language	Optional	Yes
Demographic characteristics	Optional	Yes

Table 2 details required and optional staff information that may be collected via the Renaissance hosted site. In select cases, a school or district may opt to participate in a field study with Renaissance, during which information, such as a teacher's name, may be used for the purposes of tracking the study results. In these instances, Renaissance and district leaders will set guidelines regarding the collection and use of this data for this purpose. At no time will Renaissance publish names of any district, school, or individual without written authorization.

Table 2. At the customer's direction, Renaissance may collect a range of staff information.

Staff information that may be collected	Required to access Renaissance applications	May be used for research
Salutation	Optional	No
First name	Yes	No
Preferred first name	Optional	No
Middle name	Optional	No
Last name	Yes	No
User name (auto-generated by Renaissance unless entered by customer)	Yes	No
Password	Yes	No
Confirm password	Yes	No
ID (auto-generated by Renaissance unless entered by customer)	Yes	No
School	Yes	Yes
State personnel ID	Optional	No
Primary position	Optional	Yes
Gender	Optional	No

Schools or districts may strengthen the school-to-home connection via Renaissance Home Connect. Depending upon the license and settings chosen by the district's program administrator, parents may have access to Renaissance Home Connect to monitor their children's progress. This optional feature—which is enabled at the discretion of district leaders—permits parents and guardians to log in to Renaissance Place to view data for their students, including School-To-Home Reports; Parent Reports in English or Spanish for Accelerated Reader 360,

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Accelerated Reader, Accelerated Math, and MathFacts in a Flash; and student goals and record reports for Accelerated Reader 360, Accelerated Reader, Accelerated Math, and MathFacts in a Flash.

Table 3 (below) details the required and optional parent information that may be collected at the customer's direction via the Renaissance hosted site.

Table 3. At the direction of the customer, Renaissance may collect a range of parent information.

Parent information that may be collected	Required to access Renaissance applications	May be used for research
Salutation	Optional	No
First name	Yes	No
Preferred first name	Optional	No
Middle name	Optional	No
Last name	Yes	No
User name (auto-generated by Renaissance unless entered by customer)	Yes	No
Password	Yes	No
Confirm password	Yes	No
ID (auto-generated by Renaissance unless entered by customer)	Yes	No
Gender	Optional	No

Renaissance collects select elements of metadata, which is data that describes and gives information about other data. These elements are used by Renaissance's developers to deliver the appropriate user experience based upon the way in which the user interacts with Renaissance's applications. The following metadata is collected via the Renaissance hosted site:

- IP address
- Access data/time
- Referring URLs
- Page views
- Browser type
- Device type and operating system

Policies, standards, and certifications spell out privacy expectations

All Renaissance information security and privacy policies and standards are formalized, documented, reviewed, and updated at least annually. These policies related to data privacy are available for review online:

- Privacy Policy: https://www.renaissance.com/privacy-policy/
- Application Privacy Policy: https://doc.renlearn.com/KMNet/R60990.pdf
- Terms of Use Agreement: https://www.renaissance.com/terms-of-use/
- Children's Privacy Policy for Parents of Children Under 13: https://www.renaissance.com/wp-content/uploads/2016/09/RLI-Childrens-Privacy-Policy.pdf

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At all times, Renaissance complies with key security and confidentiality records, laws, and guidelines, including applicable requirements of the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy and Protection Act (COPPA), the Children's Internet Protection Act (CIPA, CIPA-2), and the Health Insurance Portability and Accountability Act (HIPAA). Renaissance also follows the IT Internal Governance's Institute's guidelines on internal governance and operations of our systems and the Payment Card Industry Data Security Standards for processing credit card information.

Renaissance is committed to the Student Data Privacy Pledge

Renaissance also chose to sign the Student Data Privacy Pledge (http://studentprivacypledge.org) because our company believes that protecting student privacy is of paramount significance. The legally binding commitments in the Pledge can be enforced by the Federal Trade Commission and states' Attorneys General. Our company's stringent data protection and security practices align with those identified by pledge, including:

- Enforcing strict limits on data retention
- Supporting parental access to, and correction of errors in, their children's information
- Providing comprehensive security standards
- Ensuring transparency about the data our company collects and how we use it
- Notifying and gaining consent of our customers prior to making material changes to our privacy policies
- Using data for authorized education purposes only, and retaining student personal information only within the requisite time frame needed for education purposes
- Prohibiting the sale of student information
- Preventing any targeted advertising based upon behavior

Renaissance also is certified with the EU-U.S. Privacy Shield Framework for complying with data protection requirements when transferring personal data. Visit http://bit.ly/PrivacyShield_Renaissance to view documentation that relates to our certification.

Privacy Shield, which addresses how companies collect and manage customer and employee data and replaces the E.U. Safe Harbor program. Renaissance is self-certified via the Privacy Shield Framework. Organizations that achieve certification must publicly disclose their privacy policies to individuals, provide free and accessible dispute resolution, cooperate with the U.S. Department of Commerce, maintain data integrity for as long as that data is held, take accountability for any data it transfers to third parties, and maintain transparency related to any enforcement actions. Entities must complete Privacy Shield self-certification annually.

Renaissance restricts access to customers' data

Renaissance strictly limits access to the personally identifiable information it is entrusted to protect. No third parties collect data. Renaissance will not disclose any student or teacher information from customer databases to any third party without prior written consent. No external parties or vendors have access to and/or share the responsibility of housing the data Renaissance collects. Any external individuals or entities that wish to use Renaissance customer or student data for research or further study must coordinate those efforts via our research department.

Only Renaissance employees or approved agents of Renaissance are allowed access to data, and that access is limited to the extent needed to perform the functions for which those workers are hired. For instance, Renaissance regularly undergoes independent security reviews, audits, and penetration and vulnerability assessments that are conducted by third-party firms

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It is exceedingly rare that third-party contractors actually come into contact with personally identifiable information. Third-party contractors that have access to the same hosted environment where personally identifiable information resides are:

- Amazon Web Services (application hosting provider)
- Wisconsin Independent Networks (data center co-location provider)

Fewer than 10 percent of Renaissance's employees have access to the production environment in which our customers' personally identifiable information is kept. Employee access to data is limited to the extent needed to perform the role for which the employee was hired. Network security boundaries, also known as segmentation, are defined and enforced to limit employees' access to customer data.

All Renaissance employees and approved agents must sign a legally enforceable nondisclosure agreement prior to the start of their tenure or project. These workers are obligated to protect all data and ensure its security, including immediately reporting any suspected or known security breaches, data theft, unauthorized release, or unauthorized interception of customer data.

Should a school or district wish to share its Renaissance-generated data to a third party, such as another application provider or its state department of education, the district must initiate that process. At no time will Renaissance initiate the release of district information. Parents, legal guardians, and eligible students who seek access to review or amend records only may do so through the school or district that owns the data.

At no time will Renaissance sell or distribute customer information to any commercial organizations, marketing firms, or other groups. Further, we prohibit advertising on the Renaissance Place, which means there are no opportunities for third-party vendors to target advertising to the teachers or students who use our solutions.

Customers own and control the data hosted via Renaissance

Data ownership rests with the school or district that uses Renaissance's hosted services. The school or district is the only entity that may access and manage student-level data, including adding, editing, or deleting information about the district schools, school years, personnel, students, courses, and classes. Renaissance retains activity records—which are stripped of any personally identifiable information—in perpetuity. Renaissance uses this anonymous data:

- To maintain and improve the performance or functionality of our educational products
- To develop new content for existing products
- For general educational research purposes
- For adaptive learning purposes
- For customized student learning
- To develop and improve educational sites, services, or applications
- To demonstrate the effectiveness of our products.

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Districts decide how or when to disclose information

Decisions regarding student records rest with schools and districts. In accordance with FERPA and COPPA, Renaissance will not disclose any personally identifiable student records from the hosted application's database to any third party except:

- If required by to do so by law or legal process, such as to comply with a court order or subpoena, to respond to a government or regulatory request, or to cooperate with law enforcement for an investigation related to public safety.
- If Renaissance believes disclosure is necessary or appropriate to protect the rights, property, or safety of the company, its customers, or others, including protecting the safety of a child, the safety and security of the company's hosting services and applications; or to enable the company to take precautions against liability.
- As directed in writing by a customer.
- As permitted per the Renaissance Hosted Services Agreement signed and approved by the client.
- To third-party contractors to support the internal operations of Renaissance's hosting service. These contractors are bound by the same requirements as company employees to protect the information, keep it confidential, and use it only as needed to perform the contracted work.

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Accelerated Math, Accelerated Reader, Accelerated Reader 360, Renaissance, Renaissance Flow 360, Renaissance Growth Alliance, Renaissance-U, Renaissance Smart Start, MathFacts in a Flash, English in a Flash, Star, Star 360, Star Custom, Star Early Literacy, Star Early Literacy Spanish, Star Math, Star Math Spanish, Star Reading, Star Reading Spanish, Star Spanish, and all other logos, designs, and brand names for Renaissance's products and services are trademarks of Renaissance Learning, Inc. All other product and company names should be considered the property of their respective companies and organizations.

Esparza, Elena

From: CSPA Response Google Form <maggie_bunten@chino.k12.ca.us>
Sent: Tuesday, March 19, 2019 6:45 AM
To: Bunten, Maggie; Esparza, Elena
Subject: New form response notification

Your form has a new entry. Here are all the answers.

Email address	contracts@renaissance.com
Name of Service Provider	Renaissance Learning, Inc.
Date of Service Agreement	Mar 19, 2019
Brief Description of Services	Renaissance is the leader in pre-K - 12 learning analytics.
Detailed Description of Services	Renaissance's solutions enable teachers, curriculum creators, and educators to drive phenomenal student growth. Renaissance's solutions help educators analyze, customize, and plan personalized learning paths for students, allowing time for what matters - creating energizing learning experiences in the classroom. Our data-drive, personalized solutions are currently used in over one-third of U.S. schools and more than 70 countries worldwide. For more information, visit www.renaissance.com.
Service Provider Representative	Jeff Christensen

Title or Position of Representative	Director of Information Security
Service Provider Street Address	2911 Peach Street
Service Provider City, State, Zip Code	Wisconsin Rapids, WI 54494
Service Provider Phone Number	(800) 338-4204
Date of Signature	Mar 19, 2019
Email of Signatory	contracts@renaissance.com
Will you be signing Exhibit E?	No

Sent via Google Forms Email