



## Atascadero Unified School District

### Addendum to Technology Services Agreement for California Assembly Bill 1584 Compliance

This Addendum is entered into between Atascadero Unified School District  
[Local Educational Agency name, LEA] and CareDox [Service  
Provider name, Service Provider] on \_\_\_\_\_ [Effective Date]

**WHEREAS**, the LEA and the Service Provider entered into an agreement for  
technology services titled Cloud Services Agreement on May 2,  
2017 \_\_\_\_\_.

**WHEREAS**, the LEA is a California public entity subject to all state and federal  
laws governing education, including but not limited to California Assembly Bill 1584  
[AB 1584], the California Education Code, the Children's Online Privacy and Protection  
Act [COPPA] and the Family Educational Rights and Privacy Act [FERPA].

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed  
or amended after January 1, 2015 between a local education agency and a third-party  
service provider must include certain terms; and

**WHEREAS**, the LEA and the Service Provider desire to have the Technology  
Services Agreement and the services provided comply with AB 1584.

**NOW, THEREFORE** the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any  
addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the  
Technology Services Agreement or in any addenda to such Technology Services  
Agreement.
3. Pupil records obtained by Service Provider from LEA continue to be the property  
of and under the control of the LEA.
4. Written procedures by which pupils may retain possession and control of their

own pupil-generated content are to be received by the LEA.

5. Written procedures by which a pupil may transfer pupil-generated content to a personal account are to be received by the LEA.
6. Procedures are to be outlined for parents, legal guardians, or eligible pupils by which they may review personally identifiable information in the pupil's records and correct erroneous information.
7. The Service Provider shall provide written actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records.
8. The Service Provider will have written documentation the procedures in the event of an unauthorized disclosure of a pupil's records and how they will report to an affected parent, legal guardian, or eligible pupil.
9. The service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.
10. The Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a chase where a pupil choose to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.
11. LEA agrees to work with the Service Provider to ensure compliance with FERPA. The Service Provider will provide written procedures as to the compliance steps.

**IN WITNESS WHEREOF**, parties execute this Agreement on the dates set forth below.

Date: 5.10.17

EJ Rossi   
Assistant Superintendent of Curriculum  
Atascadero Unified School District

Date: \_\_\_\_\_

CareDox