

(California Education Code § 49073.1 Compliance)

Pursuant to Assembly Bill 1584 ("AB 1584"), which was codified under the Education Code as section 49073.1, the California Legislature requires that any agreement entered into, renewed or amended after January 1, 2015 between the District and a **third-party Consultant must** contain the statements and provisions specified under Education Code section 49073.1(b);

The District is a California school district subject to all state and federal laws governing education, including but not limited to: (i); (ii) the Children's Online Privacy Protection Act, ("COPPA") 15 U.S.C. 6501; (iii) Federal Educational rights and Privacy Act ("FERPA") 20 U.S.C. section 1232g, 34 C.F.R. Part 99; (iv) SB 1177, Student Online Personal Information Protection Act ("SOPIPA") California Business & Professional Code § 20 U.22584; (v) the Protection of Pupil Rights Act ("PPRA") 20 U.S.C. 1232 (h); (vi) the Health Insurance Portability and Accountability Act (HIPPA) 42 U.S Code 1320(d);

The District owns computerized data that includes personal information and is required, under Civil Code sections 1798.29 and 1798.82 and Government Code section 6252, to disclose any breach of its security systems in an expedited manner;

The District desire services provided by **Consultant comply** with AB 1584 and are entering into this agreement to that effect.

THEREFORE, the consultant agree as follows:

1. If applicable, consultant agrees that this agreement modifies or amends any existing agreement that is in place with the Consultant and the District for the limited purpose of ensuring compliance with the provisions and requirements of AB 1584 as set forth in Education Code section 49073.1. All terms and provisions not expressly modified hereby remain in full force and effect.

2. **Pupil Records.** **The Consultant acknowledges** and agree that pupil records (as defined below) are and remain the property of the District and Consultant shall not access, use or dispose of such records except for the purposes contemplated under the agreement or in compliance with the written direction of the District;

As used herein, "pupil records" or "student records" include any information concerning a student that is maintained by the District or acquired from the student or his or her legal guardians through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by Consultant or other third party to: (1) improve educational products for adaptive learning purposes and for customized pupil learning; (2) demonstrate the effectiveness of a provider's products for marketing purposes; or (3) develop and improvement educational sites, services, or applications.

- i. **Pupil-generated content.** Notwithstanding the foregoing, pupils may retain possession and control of their own pupil-generated content. If pupil-generated content is created, Consultant shall provide a specific procedures allowing District students to transfer their pupil-generated content to a personal account.

Such procedures shall be attached hereto as **Attachment #1- Procedures for a Transfer of Pupil-Generated Content.**

- ii. **Non-Dissemination of Student Information.** Consultant shall not use any information in any pupil record for any purpose other than those required or specifically permitted under the agreement;
 - iii. **Correction of Student Records.** Consultant shall provide a description of the procedures by which parents or legal guardians or eligible pupils may review and correct, if needed, personally identifiable information; Such procedures shall be attached hereto as **Attachment #2 – Protocol for Review and Correction of Student Personally Identifiable Information.**
 - iv. **Confidentiality of Student Records.** Consultant shall take actions to ensure the security and confidentiality of pupil records. Such actions shall include but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records. Consultant understands and agrees that enacting these measures will not absolve Consultant of liability in the event of an unauthorized disclosure of pupil records; Such procedures shall be attached hereto as **Attachment #3 – Procedures for Ensuring Confidentiality of Pupil Records (Responsible Consultant Staff / Description of Consultant Training)**
 - v. **Notification.** Consultant shall work with District staff to ensure that any parent, legal guardian or eligible pupil affected by an unauthorized disclosure of pupil records is notified; Such procedures shall be attached hereto as **Attachment #4 – Procedure for Notification of Persons Affected by Unauthorized Disclosure of Pupil Records**
 - vi. **Disposition of Student Records.** Consultant certifies that pupil records will not be retained by, or available to, Consultant or any of its subcontractors or agents upon completion of the services contemplated under the Technology Services Agreement. If any such records are created during the term of that agreement, Consultant shall ensure that they are returned to the District or destroyed, at the District's option and upon the District's written request following notice from Consultant clearly identifying such records. Certification is included as **Attachment #5 – Consultant Certification and Procedure to Ensure Non-Retention of Pupil Records.**
3. **Term** – If applicable as a modification to an existing contract, this agreement shall remain in effect and shall expire or terminate concurrently with original contract dates.
 4. **FERPA.** District agrees to work with Consultant to ensure compliance with FERPA and the Parties will ensure compliance through the following procedures.
 5. **List of Attachments.** Consultant will provide each of the following applicable procedures, certifications and documentation and the Parties will number the **Attachments** included:

Attachment _1_ – Procedures for a Transfer of Pupil-Generated Content

Attachment _2_ – Protocol for Review and Correction of Student Personally Identifiable Information

Attachment 3 – Procedures for Ensuring Confidentiality of Pupil Records (Responsible Consultant Staff / Description of Consultant Training)

Attachment 4 – Procedure for Notification of Persons Affected by Unauthorized Disclosure of Pupil Records.

Attachment 5 – Consultant Certification and Procedure to Ensure Non-Retention of Pupil Records.

Attachment 6 – Procedure for Compliance with FERPA.

6. Incorporation of Recitals and Attachments. The Recitals and each certification by Consultant and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Agreement.
7. The person(s) executing and delivering the attachments on behalf of Consultant warrant and represent that he/she/they understand the applicable requirements of law, have full power and authority to undertake the actions, commitments and obligations herein undertaken and that by the execution and delivery of this attachments, Consultant is bound to the terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this agreement to be effective as of the Effective Date first written hereinabove.

OXNARD SCHOOL DISTRICT

By: Robin Freeman
[Name/Title]

Date: 9/27/16

SurfScore, Inc.

Grechen Huebner

By: Grechen Huebner / Chief or Product
[Name/Title]

Date: June 10, 2016