This student Data Privacy Agreement ("DPA") is entered into by and between the Rialto Unified School District (hereinafter referred to as "LEA") and West Ed (hereinafter referred to as "Provider" on January 24, 2018. The Parties agree to the terms and stated herein.

RECITALS

WHEREAS, the Provider has agreed to participate in an evaluation of the Expository Reading and Writing Curriculum, which is funded by the U.S. Department of Education's Investing in Innovation (i3) validation Grant (the "Study"), and the Parties will engage in certain activities in connection therewith Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated January 24, 2018 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the serviced Agreement, the Provider may receive or create and the LEA may provide documents and data that are covered by several federal statuses, 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 ("COOPA"), 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 Services may also be 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, 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

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

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect

ARTICLE I: PURPOSE AND SCOPE

student data transmitted to Provider from the LEA pursuant to the service agreement, including compliance with all applicable statutes, which may include 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 the 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 Parties have agreed to engage in certain activities in connection with the Study 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 definitions of terms used in this DPA are bound in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Services 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 spate 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 Services 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, contract 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 the 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, AB1584 and all other California privacy statutes.

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

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifies, 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 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 shored 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 reasonable 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. **Password and Employees 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 4.2 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contactors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data.

b. **Destruction of Data**. Provider shall destroy or delete 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 the 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 the Study or 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 any 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 initial 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. 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.

   b. 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.

   c. 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.

d. 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.

e. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA or required by law. 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 caused by Provider or Provider's contract or processor.

f. 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 Officer, 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 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 Services 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 services agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all others 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 deliver, 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 representative below.

a. Designated Representatives
The designated representative for the LEA for this Agreement is:

Name: Elizabeth Curtiss

Title: Academic Agent: Liberal Arts, Literacy & Intervention

Contact Information:
909-820-6863 ext. 2335
ecurtiss@rialto.k12.ca.us
cc by email: bscantle@rialto.k12.ca.us

The designated representative for the Provider for this Agreement is:

Name: Anne Keicher
Title: Program Associate

Contact Information:
510-302-4207
akeiche@wested.org
cc by email to: contracts@wested.org

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: _____
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 provisions of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the singed 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 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 provision in any other jurisdiction, Notwithstanding the foregoing, if such provisions 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 provisions in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONTRUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE IN WHICH PRINCIPLES. EACH PARTY CONSENTS AND SUBITS TO THE SOLE AND EXCLUISIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THE AGREEEMNT IS FORMED FOR ANY DISSPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provide 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 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 that 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 Student Data Privacy Agreement as of the last day noted below.

WestEd

BY: _____ DATE: Nov 14, 2018

Printed Name: Michael Neuenfeldt Title/Position: Director of Finance & Contracts

Rialto Unified School District

BY: Mohammad Z. Islam DATE: 11-20-18

Printed Name: Mohammad Z. Islam Title/Position: Associate Superintendent of Business 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 INCLUDED, LIST EACH PRODUCT HERE]

See attached Scope of Work from the Service Agreement.

Expository Reading and Writing Curriculum (ERWC) Evaluation

The evaluation of the Expository Reading and Writing Curriculum (ERWC), which is funded by a U.S. Department of Education's Investing in Innovation (i3) Validation Grant, will assess the effectiveness of the ERWC in improving 11th and 12th graders' reading and writing skills. WestEd is serving as the independent evaluator of the curriculum.

The ERWC emphasizes the in-depth study of expository, analytical, and argumentative reading and writing. The evaluation will assess whether students' enrollment in the ERWC in 11th grade has a positive impact on student achievement as measured through the Smarter Balanced ELA/Literacy Summative Assessment. The evaluation will also assess whether students' enrollment in the ERWC in both 11th grade and 12th grade has a positive effect on students' ELA/literacy academic achievement.

The study will occur over three school years: 2018-19, 2019-20, and 2020-21. The 2018-19 school year will be a required pilot year for the 11th grade curriculum and optional pilot year for the 12th grade curriculum; the 2019-20 school year will be an evaluation year for the 11th grade curriculum and a pilot year for the 12th grade curriculum; the 2020-21 school year will be an evaluation year for the 12th grade curriculum. In addition, if students matriculate to the University of California (UC), California State University (CSU), California Community College (CCC), or public college or university in the state of Washington in the 2021/22 school year, then WestEd will work with these post-secondary segments to evaluate the impact of students having taken the ERWC on their college coursework.

Subcontract Scopes of Work

District

The district shall undertake the following activities for the duration of the subcontract, which lasts through the 2020-21 school year:

1. Facilitate communication between WestEd and the schools within the district that are participating in the study.
2. Identify a district liaison who will respond to any questions or requests by WestEd concerning the research study.
3. Help to ensure that the aims of the research study are being met.
4. Provide student-level data containing student names, demographic information, assessment results, and course enrollment information for students participating in the study. Data extractions will occur 1-2 times per year. Additional details about the data extractions can be found in the attached Data Sharing Agreement.

5. Provide any necessary data documentation concerning the student-level datasets that will assist in the analysis of the data.
6. Distribute the school stipends paid by WestEd to the schools that are participating in the study.

Schools

The school shall undertake the following activities for the duration of the subcontract:

1. Identify a school-site contact person who will ensure that the aims of the research study are met.
2. Communicate the study requirements and expectations to participating teachers.
3. In 2018-19, provide a list of the student identification numbers of 10th grade students to WestEd. WestEd will then randomize these students to either the ERWC or the traditional curriculum for the 11th grade year for 2019-20 (students taking Advanced Placement English, International Baccalaureate English, Honors English, and English Language Development courses will not be randomized). The school will place students into the English 3/11 curriculum based on the random assignment designated by WestEd.
4. Ensure that at least 90% of the students enroll in the 11th grade English curriculum that they were assigned to based on the above described randomization process (#3) in the 2019-20 school year.
5. Oversee the administration of the following assessments:
    a. A one-period English assessment for 11th grade students participating in the study at the beginning of the 2019-20 school year.
    b. The Smarter Balanced ELA/Literacy Summative Assessment for the 11th grade students participating in the study at the end of the 2019-20 school year.
    c. A two-period ELA assessment for the 12th grade students participating in the study at the end of the 2020-21 school year.
6. Ensure high rates of student participation in the three above-mentioned assessments.
7. Provide adequate facilities and amounts of time in the school schedule for students to take the assessments.
8. Ensure that the ERWC teachers attend the professional learning components of the ERWC while they are participating in the study. The professional learning components include:
    a. A three-day workshop every summer (uncertified ERWC teachers will participate in an additional two days during the first summer of participation)
    b. Five coaching sessions throughout each school year
    c. Five school-based community of practice meetings throughout each school year
9. Ensure teachers participate in research activities while participating in the study. Research activities include:
    a. Approximately ten surveys for ERWC teachers during the evaluation and pilot years

b. Approximately three surveys for non-ERWC teachers during the evaluation years
c. Up to two interviews for randomly sampled teachers during the pilot and evaluation years
d. Up to two classroom observations for randomly sampled teachers during the pilot and evaluation years

WestEd

1. Compensate the district in the amount of $5,000 each participating school in the amount of $20,000 over the three study years.
2. Set up separate stipend forms directly with individual participating teachers. The stipend amounts will be as follows:
    a. 11th and 12th grade ERWC teachers during the evaluation years: $2,000 per year
    b. 11th and 12th grade ERWC teachers during the pilot/non-evaluation years in the year immediately prior to the evaluation year: $1,000 per year
    c. 12th grade ERWC teachers during the pilot/non-evaluation year that is two years prior to the evaluation year: $500 per year
    d. Non-ERWC "English 11" and "English 12" teachers during the evaluation years: $1,000 per year
3. Work with the districts, schools, and teachers to ensure that the evaluation progresses smoothly throughout the course of the study.
4. Keep the identity of districts, schools, and teachers confidential in any publications or other communications outside of the research team.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used in the Study
Application Technology Meta Data	IP Addresses of users. Use of cookie 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:	urrent enro ment info ng i h cour e name cour e number teacher name ection perio
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	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/ foster care)	
	indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	X
	Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/appli-cation 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/performance scores	
	Other transcript data - Please specify;	
Transportation	Student bus assignment	
	student pick up and/or drop off location	
	students 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.

EXHIBIT "C"

DEFINITIONS

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

De-Identification: 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.

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 purpose. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider," to the extent that Provider engages in any of the activities described in this definition. This term shall encompass the term "Third Party," as it is found in applicable state statues.

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; parent/guardians. PII include Indirect Identifies, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to reasonable certainty. For purpose 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 statues.

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 purpose of this Agreement.

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

School Official: For the purpose of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an Performs and 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 pass, 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 contract, 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 purpose of this Agreement, and for the purpose 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 Provisions 28A.604.010. For purpose 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 purpose 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 series, 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

Rialto Unified School District directs ____WestEd_____ to dispose of data obtained by Company pursuant to the terms of the Services Agreement between LEA and Company. 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 all 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 data:	____ As soon as commercially practicable ____ By (Insert Date) _____

_____ _____
Authorized Representative of LEA Date

_____ _____
Verification of Disposition of Data Date
By Authorized Representative of Provider

EXHIBIT "F" DATA SECUIRTY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]