

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
 3939 Thirteenth Street
 Riverside, California 92501

**DATA SECURITY BREACH REPORTING AND PRIVACY OF RECORDS
 PROTOCOLS AND AGREEMENTS**

1. **DATA SECURITY BREACH REPORTING:** California Civil Code 1798.82(a) and California Civil Code 1798.29(a) require business’ and state agencies to notify any California resident whose unencrypted personal information, as defined, was acquired, or reasonably believed to have been acquired, by an unauthorized person. Additionally, when any single breach occurs that effects 500 or more California residents, the business or agency is required to electronically submit a sample copy of the security breach notification, excluding any personally identifiable information (PII), to the Attorney General.

2. **PROTECTION OF PUPIL DATA:** California local educational agencies, such as the Riverside County Superintendent of Schools, hereinafter referred to as “SUPERINTENDENT”, and the third party providers, such as Illuminate Education, Inc., hereinafter referred to as “SERVICE PROVIDER”, are required by federal and state laws to protect certain pupil data, including but not limited to; financial, health, and educational records. SERVICE PROVIDER must implement procedures and protective measures to ensure compliance with current federal and state privacy requirements, including but not limited to; California Education Code 49073.1, the Student Online Personal Information Protection Act (SOPIPA), the federal Family Educational Rights and Privacy Act (FERPA), the federal Children’s Online Privacy Protection Act (COPPA), and the Children’s Internet Protection Act (CIPA).

Additionally, the California Education Code 49073.1 states that any technology services agreement entered into, renewed, or amended after January 1, 2015, between a local education agency and a third party provider must include certain terms. These requirements apply to agreements for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as, digital software that authorizes a third party provider of educational software to access, store and use pupil records.

3. **COMPLIANCE:** In addition to other penalties, an agreement that fails to comply with the requirements of this Agreement shall be rendered void if, upon notice and reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any Party to this Agreement. All Parties subject to this Agreement, voided under this section, shall return all records in their possession to SUPERINTENDENT as detailed in section 7 of this Agreement.

4. **DEFINITIONS:**

| | |
|-------------------------|---|
| Local Education Agency | Includes school districts, county offices of education, and charter schools |
| Third Party | A provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. |
| Pupil Records | <ol style="list-style-type: none"> i. Any information directly related to a pupil that is maintained by the local educational agency. ii. Any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local education agency employee. |
| Pupil-Generated Content | Materials created by a pupil, including but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. |
| Personally Identifiable | Shall include, but is not limited to, student data, metadata, and user or pupil- |

| | |
|-------------------|---|
| Information (PII) | generated content obtained by reason of the use of third party provider's software, website, service, or app, including mobile apps, whether gathered by third party provider or provided by local education agency or its users, students, or students' parents/guardians. |
| Eligible Pupil | A pupil who has reached 18 years of age. |
| Individual | For purposes of this Agreement, any reference to individual(s) in this Agreement are referring to pupils, both of minor age and adult, parents, legal guardians, and LEA employees. |

SERVICE PROVIDER will be hosting, collecting, or processing RCOE data which may include PII, as indicated on the included SCHEDULE OF ELECTRONIC DATA. SERVICE PROVIDER must provide written responses to items 1-5, as applicable, in the space provided and sign this Agreement indicating acceptance of the protocol. For any items that are not applicable to this Agreement, please write "not applicable". If more space is needed, additional pages may be added.

1. SERVICE PROVIDER shall provide a description of the actions SERVICE PROVIDER will take, including the designation and training of responsible persons, to ensure the security and confidentiality of an individual's records. Compliance with this requirement shall not, in itself, absolve the SERVICE PROVIDER of liability in the event of an unauthorized disclosure of an individual's records.

Illuminate Education restricts access to customer data to a subset of employees. Employees with access to customer data include software engineers, product managers, customer support personnel, and data services team members. All employees are required to sign an affirmation to keep customer data confidential and secure.

2. SERVICE PROVIDER shall provide a description of the procedures SERVICE PROVIDER will take, for notifying the affected individual or, if applicable, their parent or legal guardian, in the event of an unauthorized disclosure of an individual's records.

In the event of an unauthorized disclosure of an individual's records, Illuminate Education will notify the client (in this case, the Riverside County Office of Education) of the disclosure within 72 hours. Illuminate will not contact the individual directly unless specifically requested to take such action by the client.

3. SERVICE PROVIDER shall provide a description of the means by which a pupil or, if applicable, their parent or legal guardian, may retain possession and control of their own generated content, including options by which this content may be transferred to their own personal account.

Illuminate does not provide pupils and/or legal guardians the ability to store their own generated content because pupils do not generate content within the Illuminate Education application.

4. SERVICE PROVIDER shall provide a description of the procedures by which an eligible pupil or, if applicable, their parent or legal guardian, may review PII in their records and correct erroneous information.

Illuminate provides tools within the application for the client to support individual requests from pupils and/or legal guardians to review and, if necessary, correct PII.

5. SERVICE PROVIDER shall provide a description of how SUPERINTENDENT and SERVICE PROVIDER will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g) to protect Pupil Records.

Illuminate utilizes extensive user permission levels within the Illuminate system to protect student identifiable information according to FERPA. The Superintendent will identify an Employee to be given system administration access to Illuminate products purchased, including access to personally identifiable information. It is the responsibility of that Employee to determine access levels of Employees of the district.

6. SERVICE PROVIDER shall notify SUPERINTENDENT within 24 hours of an unauthorized breach.

Notifications shall be sent as follows:

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
PO Box 868
Riverside, CA 92502-0868


7. SERVICE PROVIDER, upon completion of the terms of this Agreement, will provide a Certificate of Destruction that certifies that an individual's records have not been retained or available to SERVICE PROVIDER upon completion of the terms of this Agreement and a description of how that certification has been enforced. (NOTE: This section shall not apply to an individual's content if the individual or, if applicable, their parent or legal guardian, chooses to establish or maintain an account with SERVICE PROVIDER for the purpose of storing that content either by retaining possession and control of their own generated content, or by transferring their own generated content to a personal account.)
- A. SERVICE PROVIDER will ensure all SUPERINTENDENT data will be stored on the SERVICE PROVIDER'S server/virtual server separate from all other clients.
- B. 60 days prior to the expiration of the final term of this Agreement, or 30 days after receipt of termination notice from SUPERINTENDENT, SERVICE PROVIDER shall submit a Certificate of Destruction Request to SUPERINTENDENT.
- C. The Certificate of Destruction Request must be sent pursuant to Section 6 of this Agreement.
- D. SUPERINTENDENT will indicate what method of destruction will be used, if any, and return the Certificate of Destruction Request to SERVICE PROVIDER.
1. SERVICE PROVIDER will not destroy data unless authorized by SUPERINTENDENT.
2. If authorized to destroy data by SUPERINTENDENT, SERVICE PROVIDER will provide a completed Certificate of Destruction to SUPERINTENDENT.
8. All records obtained by SERVICE PROVIDER from SUPERINTENDENT continue to be the property of and under the control of SUPERINTENDENT.
9. This Agreement prohibits SERVICE PROVIDER from using any information in SUPERINTENDENT'S records for any purpose other than those required or specifically permitted by this Agreement.
10. This Agreement prohibits against SERVICE PROVIDER using any PII contained in SUPERINTENDENT'S records to engage in targeted advertising.

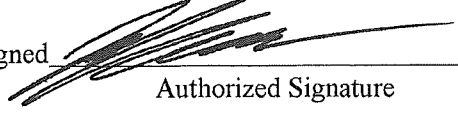
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

Date _____ Req/PO/Contract# _____ Service Provider Name: Illuminate Education, Inc.

Riverside County Superintendent of Schools

Service Provider Name:

Signed  _____
Authorized Signature

Signed  _____
Authorized Signature

ERIC CALDERON
Printed Name and Title

Jeffrey Dress, Vice President of Legal
Printed Name and Title

Date 4.15.2019

Date April 15, 2019

SCHEDULE OF ELECTRONIC DATA

Instructions: Please work with the Service Provider to select all RCOE data elements submitted to or hosted by a non-RCOE electronic system and sign at the end of this section. If all data being collected is de-identified, encrypted, or is aggregate, please indicate in the space provided at the end of this section.

| Category of Data | Elements | Check all data that is inputted or collected in the performance of the proposed contract | |
|----------------------------------|---|--|-------|
| | | Minor | Adult |
| Application Technology Meta Data | IP Addresses of users, Use of cookies etc. | | X |
| | Other application technology meta data? If yes, please attach list. | | |
| Application Use Statistics | Meta data on user interaction with application | | X |
| Assessment | Standardized test scores | X | |
| | Observation data | | |
| | Other data from assessments such as the Student Climate Survey? If yes, please attach list. | | |
| Attendance | Student school (daily) attendance data | X | |
| | Student class attendance data | X | |
| Communications | Online communications that are captured (emails, blog entries) | | |
| Conduct | Conduct or behavioral data | X | |
| Demographics | Date of Birth | X | |
| | Place of Birth | | |
| | Gender | X | |
| | Ethnicity or race | X | |
| | Language information (native, preferred or primary language spoken by student) | X | |
| | Other demographic information? If yes, please attach list. | | |
| Student Name | First and/or Last | X | |

| Category of Data | Elements | Check all data that is inputted or collected in the performance of the proposed contract | |
|-------------------------------------|---|--|-------|
| | | Minor | Adult |
| Enrollment | Student school enrollment | X | |
| | Student grade level | X | |
| | Homeroom | X | |
| | Guidance counselor | X | |
| | Specific curriculum programs | X | |
| | Year of graduation | X | |
| | Other enrollment information? If yes, please attach list. | | |
| Parent/Guardian Contact Information | Address | | X |
| | Email | | X |
| | Phone | | X |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | | |
| Parent/Guardian Name | First and/or Last | | X |
| Schedule | Student scheduled courses | X | |
| | Teacher names | X | |
| Student Contact Information | Address | X | |
| | Email | X | |
| | Phone | X | |

| Category of Data | Elements | Check all data that is inputted or collected in the performance of the proposed contract | |
|----------------------------|--|--|-------|
| | | Minor | Adult |
| Special Indicator | English language learner information | X | |
| | Low income status | X | |
| | Medical alerts | X | |
| | Student disability information | X | |
| | Specialized education services (IEP or 504) | X | |
| | Living situations (homeless/foster care) | X | |
| | Other indicator information? If yes, please attach list. | | |
| Student Identifiers | Local (School district) ID number | | X |
| | State ID number | | X |
| | Vendor/App assigned student ID number | X | |
| | Student app username | X | |
| | Student app passwords | X | |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | | |

| Category of Data | Elements | Check all data that is inputted or collected in the performance of the proposed contract | |
|----------------------------|--|--|-------|
| | | Minor | Adult |
| Student Survey Responses | Student responses to surveys or questionnaires (Student Climate Survey data) | | |
| Student work | Student generated content; writing, pictures etc. | | |
| | Other student work data? If yes, please attach list. | | |
| Transcript | Student course grades | X | |
| | Student course data | X | |
| | Student course grades/performance scores | X | |
| | Other transcript data? If yes, please attach list. | | |
| Transportation | Student bus assignment | X | |
| | Student pick up and/or drop off location | | |
| | Student bus card ID number | | |
| | Other transportation data? If yes, please attach list. | | |
| Other | Are there additional data element used, stored or collected by your application? If yes, please attach list. | | |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | | |

OR

I certify that this Schedule of Data is **not-applicable** because all data elements being submitted to, collected, or hosted by the service provider are unrelated to any individual's personally identifiable information (PII) OR have been ___de-identified, ___encrypted, or ___aggregated to make it confidential.

RCOE Employee

Name _____ Signature _____

Service Provider's Employee:

Name _____ Signature _____