TECHNOLOGY SERVICES AGREEMENT WITH [INSERT PROVIDER NAME]

(California Education Code § 49073.1 Compliance)

This Agreement (the "Agreement") is entered into as of _____, 20___ ("Effective Date") by and between the Oxnard School District ("District") and [insert Consultant name] ("Consultant"). District and Consultant are sometimes referred to herein as the "Parties" and each a "party".

WHEREAS, pursuant to the Technology Service Agreement, Consultant provides [[services for the digital storage, management, and retrieval of pupil records][and][digital educational software]] to the District;

WHEREAS, 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);

WHEREAS, 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. 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);

WHEREAS, 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;

WHEREAS, the District and the Consultant desire that the Technology Services Agreement and the services provided by Consultant comply with AB 1584 and are entering into this Addendum to that effect.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties intend that this Addendum modifies and amends the existing Technology Services Agreement 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 of the Technology Services Agreement not expressly modified hereby remain in full force and effect.

2. Amendment. The Technology Services Agreement is hereby amended to specifically include the following requirements specified in section 49073.1(b):

   a. Pupil Records. The Parties acknowledge and agree that, notwithstanding any other provision of the Technology Services Agreement, 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 Technology Services Agreement or in compliance with the written direction of the District;

   As used herein and in the Technology Services Agreement, "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.

b. 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 an **Attachment**.

c. 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 Technology Services Agreement;

d. 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;

e. 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;

f. 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;

g. 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 an **Attachment** hereto.

3. Term. This Addendum shall remain in effect while the Technology Services Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Technology Services Agreement.

4. Compliance with FERPA. District agrees to work with Consultant to ensure compliance with FERPA and the Parties will ensure compliance through the following procedures.

5. Attachments. Consultant will provide each of the following applicable procedures, certifications and documentation and the Parties will number the **Attachments** included: N/A or

Attachment ___ – Procedures for a Transfer of Pupil-Generated Content How do students get their work down from the cloud

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

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

Attachment ___ – Procedure for Notification of Persons Affected by Unauthorized Disclosure of Pupil Records. how hack or

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

Attachment ___ – 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 Technology Services Agreement.

7. The person(s) executing and delivering this Addendum 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 Addendum, Consultant is bound to the terms hereof.

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

OXNARD SCHOOL DISTRICT

By: Robin d. Freeman / Asst. Supt.
[Name/Title]

Date: 2/2/17

[INSERT CONSULTANT NAME]

By: Jesus Garcia, Robust PFT Owner
[Name/Title]

Date: _____

PO BOX 11264
Fresno CA, 93772
(559) 289-4515
customercare@robustpft.com

Robust PFT Privacy Policy

I. Information We Store On Behalf Of Educational Organizations

Student and Teacher Information

Your Educational Organization uses Robust PFT's services to assist with the administration of physical fitness testing data collection and to provide a streamlined way to organize, access, and report your information. The data your Educational Organization stores on Robust PFT's systems may include the following information about students and their teachers:

- **Student** information stored in the system: Name, DOB, Grade level, Gender, Ethnicity, Student State ID, Parent Education Level, and Lunch Status.
- **Teacher** information stored in the system: Name and email
- **District** information stored in the system: Name, district address and Phone number
- PFT Coordinator and Teacher usernames and passwords.

Disclosure to Third Parties

We will not disclose the information described in this section to any third party unless we believe that such action is necessary to (a) comply with a court order or other legal process served on us or assist government enforcement agencies; (b) investigate or prevent suspected illegal activities or protect the security and integrity of Robust PFT.; (c) enforce this Privacy Policy, our Terms of Service, or other such binding agreements; (d) take precautions against liability, investigate or defend against any third-party claims or allegations; or (e) exercise or protect the rights, property, or personal safety of Robust PFT, its employees, customers, or others.

Effective Date - Approved by Robust PFT August 1, 2016

Robust PFT only shares information in the ways described in this Privacy Policy. We never sell student records or other user information to third parties. Robust PFT stores such information in locations outside its facilities, such as on servers co-located with third-party hosting providers.

As we grow, we may buy or sell assets or business divisions. Generally, the information stored on our systems would be transferred in such a transaction. We may also transfer or assign such information in the course of business combinations, including but not limited to mergers, divestitures, or dissolution. In the event of such a transaction, any successor entity that acquires your information will continue to be subject to the terms and conditions of this Privacy Policy.

Review or Deletion of Records Maintained by Robust PFT

To review or update your information to ensure its accuracy or to correct any errors and omissions, please contact your school district PFT Coordinator. Requests sent to Robust PFT seeking a copy of such records, or demanding that Robust PFT modify or delete any records that it maintains will be forwarded directly to the School District PFT Coordinator. Please note that even when records are modified or deleted from Robust PFT's active databases, copies may remain in data backups as necessary to comply with business or regulatory requirements.

IV. How We Protect Your Information

Whether collected directly from our Website or maintained on behalf of your Educational Organization, protecting the privacy of your information is important to us. We take security measures—physical, electronic, and procedural—to help defend against the unauthorized access and disclosure of your information. In addition to the restrictions discussed in this Privacy Policy, our employees are required to comply with information security safeguards, and our systems are protected by technological measures to help prevent unauthorized individuals from gaining access. Furthermore, all Robust PFT's employees are trained to observe and comply with applicable federal and state privacy laws.

Despite these precautions, no system can be completely secure and there remains a risk that unauthorized access or use, hardware or software failure, human error, or a number of other factors may compromise the security of your information.

Effective Date - Approved by Robust PFT August 1, 2016

V. Updates to this Privacy Policy

We may update or modify this Privacy Policy to reflect changes in the way Robust PFT maintains, uses, shares, or secures your information. Please check this Policy each time you interact with our systems to ensure that you are aware of any revisions. Prior to any material changes to this Policy becoming effective, Robust PFT will provide notice to your Educational Organization and allow it the opportunity to make choices regarding the data it stores with Robust PFT.

VI. FERPA

We know that certain information about your students will be contained in records maintained by Robust PFT and that this information may be considered confidential by reason of the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) (FERPA) unless valid consent is obtained from your students or their legal guardians. Accordingly, Robust PFT uses all commercially reasonable administrative, physical and technical standards to ensure that no unauthorized person gains access to any student information that may be considered confidential under FERPA. We also use all commercially reasonable efforts to ensure that we do not inadvertently disclose any student information that may be considered confidential under FERPA to anyone other than personnel within your institution or other individuals that have been authorized by your institution to access such information through the use of our system, persons or organizations providing the student with financial aid, authorized representatives of federal or state governments for the audit and evaluation of federal and state supported programs or other persons as required by law.

How to Contact Us

If you have questions about this Privacy Policy, please contact us by email, telephone, or postal mail:

Email: customercare@robustpft.com
Phone: 559-289-4515
Address:
PO BOX 11264
Fresno CA, 93772

Effective Date - Approved by Robust PFT August 1, 2016

PO BOX 11264
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(559) 289-4515
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Robust PFT Data Breach Notification

Policy Statement

Robust PFT will investigate and provide notice of information security breaches to affected educational organizations in accordance with applicable Federal and State requirements.

Reason for the Policy

This Policy defines the steps that personnel must use to ensure that information security incidents are identified, contained, investigated, and remedied. It also provides a process for documentation, appropriate reporting internally and externally, and communication so that organizational learning occurs. Finally, it establishes responsibility and accountability for all steps in the process of addressing information security incidents.

Applicability of the Policy

This Policy applies to all users of Robust PFT, which includes PFT Coordinators and teacher accounts. This Policy further applies to any computing or data storing devices owned or leased by Robust PFT that experience a Security Incident.

Policy Elaboration

See Procedures.

Definitions

Notification: the act of informing educational organizations affected by a breach of Robust PFT that their information was included in the breach and the steps they can take to protect themselves and their privacy.

Effective Date - Approved by Robust PFT August 1, 2016

Procedures

Identifying and Reporting Security Incidents

1. In the event that an educational organization detects a suspected Security Breach, the PFT Coordinator must report the Security Incident to Robust PFT Line at 559-289-4515 or by email to customercare@robustpft.com. The reporter will be asked to provide the following information:
- User contact information
- Name(s) educational organization(s) involved
- A brief description of what happened
- A general description of the Data affected

As directed by the Robust PFT customer care, the reporter shall follow instructions regarding securing data and preserving evidence.

Security Incident Protocol

1. Robust PFT customer care will log the incident, and initiate evaluation.

2. The evaluation process shall include:
a. Securing the Data,
b. Preserving evidence,
c. Contacting Law Enforcement, if appropriate, and
d. Establishing the scope of the Incident.

4. Customer Care will make a determination regarding whether a Security Breach has occurred and the type of data involved. See "Guidance for Data Breach Determination and Notice."

5. If it is determined that a Security Breach did occur:
a. Customer care will notify the educational organizations using Robust PFT.

6. If it is determined a security breach did not occur, the customer care will, when appropriate, make remedial suggestions to all educational organizations to correct or improve information security practices that may have led to the incident.

Effective Date - Approved by Robust PFT August 1, 2016

Notice Requirements

Depending on the determination, Robust PFT will take one of the following next steps:

- If data was breached and notification is required or merited, affected educational organizations shall receive a notice of the incident, in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement agencies.

The method of noticing a breach of data may vary dependent on the number of educational organizations affected, the cost of noticing, and the normal means of communication with affected educational organizations, but in all instances, as guided by the applicable legal requirements.

Robust PFT may outsource some or all of the breach notification requirements depending on the nature and extent of the breach.

Documentation
Robust PFT will document all reported information security incidents. Documentation responsibilities include:

- Log of incidents received
- The evaluation process and outcome of the evaluation
- Recommended corrective action to contain the incident and prevent future incidents
- Breach determination outcome
- Identification of Responsible source
- Documentation of notice made to affected educational organizations, where applicable

Forms

None

Contacts

Questions related to the daily operational interpretation of this policy should be directed to:
Robust PFT customer Care
(559) 289-4515 or customercare@robustpft.com

Effective Date - Approved by Robust PFT August 1, 2016