

**Addendum No. 1C to Technology Services Agreement  
for California Assembly Bill 1584 Compliance**

This Addendum No. 1C is entered into between Butte County Office of Education ("LEA") and Oregon ("Service Provider") on 1-6-18 ("Effective Date".)

**WHEREAS**, the LEA and the Service Provider entered into an agreement for technology services titled SWIS™, CICO-SWIS™ and ISIS-SWIS™ LICENSE AGREEMENT ("Technology Services Agreement") on 1/8/18 and any addenda on \_\_\_\_\_;

**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, whichever controls.
3. Pupil records<sup>1</sup> obtained by Service Provider from LEA continue to be the property of and under the control of the LEA.
4. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: **Currently no application in the Suite enables students to create content.**
5. The options by which a pupil may transfer pupil-generated content to a personal account include: **The SWIS Suite applications do not enable pupils to create content.**
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol: **Access to student data is controlled and managed by the school. Parent, guardian, or student**

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<sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records do not include de-identified information (information that cannot be used to identify an individual pupil). De-identified information, including aggregated de-identified information, may be used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

review of and changes to such information can be made by communicating with the student's school.

7. Service Provider shall take 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, by the following measures: Oregon adheres to the terms of the Student Privacy Pledge as defined at [https://studentprivacypledge.org/?page\\_id=45](https://studentprivacypledge.org/?page_id=45). Oregon takes numerous measures to secure data as detailed at <https://www.pbisapps.org/Applications/Pages/Confidentiality-and-Security.aspx>.
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: In the event of an unauthorized disclosure of personal information, Oregon will adhere to the University of Oregon's Data Security Incident Response Procedure as documented at <https://jt.uoregon.edu/system/files/10%20Data%20Security%20Incident%20Response%20Procedure.pdf>. In addition, Oregon will promptly notify SWIS Suite licensees whose data was, or may have been, disclosed by the breach, unless a law enforcement agency determines that notification will impede a criminal investigation.
9. 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. 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 case where a pupil chooses to establish or maintain an account with 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. Such certification will be enforced through the following procedure: Upon completion of the term of the agreement or at the request of the Licensee, Oregon will remove all pupil records associated with Licensee use of the SWIS Suite from its production databases. Information in any backup files will then be deleted over time through the regular backup process.
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: The right of parents or eligible students to inspect and review the student's education records, and to have corrections made where needed, is addressed in item (6) above. Oregon will not release any student personal information without permission from the parent or eligible student except as specified in 34 CFR § 99.31.

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

Date: 3/22/18

Butte County Office of Education



Date: 1-8-18

Oregon

