

Addendum A
to Ventura County Schools - Naviance Terms of Service
Compliance with California AB1584

In compliance with California AB1584:

b 1. Naviance agrees and acknowledges that as part of the performance of this Agreement, pupil records are the property of and remain under the control of the Client.

b 2. As part of the Service, a dashboard provides Clients with the ability to authorize students to change and delete their own pupil-generated content. Information that pupils or schools have authorized to be sent to other schools may be deleted from the Service by the student or school, but Client acknowledges that the information is not able to be retracted from the receiving school.

b 3. Naviance acknowledges and agrees that it may not use information in the pupil records for purposes other than those required or specifically permitted by this Agreement, and as permitted under California AB1584. Accordingly, Naviance may use:

(i) Deidentified information, including aggregated deidentified information, used by third parties to improve educational products for adaptive learning purposes and for customizing pupil learning.

(ii) Deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator's products in the marketing of those products.

(iii) Deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.

The Agreement is understood to include the uses referenced in the Naviance privacy policy and terms of service.

b 4. In connection with the Services provided by Naviance, Client has the sole responsibility to enter, correct, and control employee and student access to pupil records. Client is also solely responsible for responding to requests from parents, legal guardians and eligible pupils, as defined in California AB1584, to review pupil records and correct erroneous information. As part of the Service, Naviance provides a Client dashboard through which such entries and corrections can be made. Naviance also provides the Services with certain optional functionality available through third parties. Those services that are core to the Naviance platform (e.g. Sallie Mae) are available for Client to activate or deactivate at Client's sole discretion. Other services (e.g. Alumni Tracker) are only made available to the Client when purchased separately. These optional services may be supported by third-party companies that, to serve their purpose, require access to select student data. Client (as defined in Section 21 of the Agreement) represents and warrants that it will not activate third-party Services without the Ventura County Office of Education's ("VCOE") prior written consent. If such consent is provided and VCOE provides a copy of such consent to Naviance, Naviance agrees that the Services or functions provided or supported by third-party companies will either be configurable by Client or, in the case of Services purchased separately, will not be offered to the VCOE Schools unless and until Naviance demonstrates to the commercially reasonable satisfaction of VCOE, using criteria based on reliable, established industry standards and practices, that the third-party's access to and use of Client data is limited to that necessary to provide the services, that it uses Client data for the limited and sole purpose of providing the services, that the third party is subject to

the same or stronger data privacy and security protections as provided by Naviance, and that the third party retains no personal information from pupil records.

b 5. The Service has security measures in place to help protect against the loss, misuse, and alteration of the data by Naviance or its third-party intermediaries, and Naviance trains responsible individuals to ensure the security and confidentiality of pupil records. When the Service is accessed using a supported web browser, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users.

Naviance also hosts the Service in a secure server environment that uses industry leading firewalls and advanced intrusion detection technology in an effort to prevent interference, denial of service, or unauthorized access from the outside. Finally, the Service requires unique account identifiers, user names, and passwords that must be entered each time a Client or User signs on. These safeguards help to prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data.

b 6. Upon becoming aware of: (a) any unlawful or unauthorized access to Client content stored on equipment used by Naviance or in facilities used by Naviance (each a "Security Incident"), Naviance shall:

- a. Promptly notify a representative designated by Client of a Security Breach as soon as practicable, but no later than 48 hours after Naviance becomes aware of it;
- b. Promptly investigate the Security Incident and provide Client with detailed information about the Security Incident, including the identity of affected Users for notification purposes; and
- c. Take commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Following the occurrence of a Security Incident, Naviance will take commercially reasonable, prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

b 7. Upon termination of this Agreement, and upon written request by Client, Naviance shall delete Client data within thirty (30) days after termination. Prior to the termination of this Agreement, Client may export their data from the Naviance system using the existing export functionality.

b 8. In the event Client is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties agree as follows: (A) Client appoints Naviance, and third party(ies) assisting Naviance in performing the Services, as reasonably determined by Naviance, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Naviance acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Client by Naviance in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is

under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Naviance in performing the Services, as reasonably determined by Naviance, and such disclosures are subject to FERPA §§99.7(a)(3)(iii) and 99.31(a)(1), (ii) will be used only to fulfill Naviance' responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. Upon written request of Client, Naviance shall disclose to Client the names of such third parties.

b 9. Naviance acknowledges and agrees that personally identifiable information from pupil records shall not be used for the purpose of engaging in targeted advertising.