

**Etiwanda School District
Technology Services Agreement
California Assembly Bill 1584 Compliance**

This Agreement is entered into between Etiwanda School District (LEA-Local Educational Agency) and _____ (Service Provider) on _____.

WHEREAS, the LEA and the Service Provider entered into an agreement for technology services titled _____ on _____, 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 records¹ 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: Copies of student's score will be provided to parents, legal guardians, or eligible pupils.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: Not applicable.

¹ 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 does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

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: Parents, legal guardian, or eligible pupils may contact the school administrator.
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: Only Administrators and teachers will have access with password.
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: Service Provider will contact LEA. LEA will contact affected parent, legal guardian, or eligible pupil.
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: Service Provider shall provide written certification that pupil records and any backup storage of such records have been deleted from their system at the termination of this agreement.
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: Annual notification in the Parent Rights & Responsibilities Handbook.

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

Date

Doug Clafin, Assistant Superintendent of Business Services
Etiwanda School District
6061 East Avenue
Etiwanda, CA 91739

Date

Consultant/Lecturer/Presenter/Contractor