

**BLANKET STUDENT PRIVACY ADDENDUM TO AGREEMENT  
for California Assembly Bill 1584 and Senate Bill 1177 Compliance**

This Addendum is entered into between **San Marcos Unified School District ("LEA")** and **EduTyping ("Service Provider")** on 10/16/18 ("Effective Date".)

**WHEREAS**, the LEA and the Service Provider are entering into an agreement for technology services.

**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") and Senate Bill 1177 (SB 1177), 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 and SB 1177 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 and SB 1177.

**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. **TERM:** July 1, 2018 through June 30, 2019.
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: *Content generated by the student is maintained in the system while the license is in effect or at the discretion of the administrator/teacher in the management of the account*
5. The options by which a pupil may transfer pupil-generated content to a personal account include: *EduTyping does not provide the capability for a student to transfer their content data out of the system.*
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: *Contact the principal or designee at the school of enrollment at the San Marcos Unified School District.*
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:
  - *All pupil-related content is password protected and only accessible by administrator or teachers associated with that student.*
  - *EduTyping documented policy is that all users and account information collected is kept strictly private and confidential.*

- Account information will never be sold, distributed, or shared with third parties

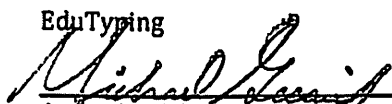
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: *In the event of an unauthorized disclosure of pupil's records by EduTyping will immediately contact LEA to inform them of the extent of the unauthorized disclosure.*
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: *Once the Technology Services Agreement has been expired for a time period of six (6) months, the administrator of the account will be notified in writing. It will be the responsibility of the account administrator to remove student data.*
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: *Annual training and monitoring of all employees with access to pupil records.*
12. Service Provider agrees to full compliance with SB 1177, AB 1584, California Education Code, COPPA, and FERPA.
13. Service Provider agrees to not disclose, compile, or allow a 3rd party to use, disclose, or compile the personal information of a minor for the purpose of marketing or advertising specified types of products or services.

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

San Marcos Unified School District

EduTyping



  
 Authorized Agent

Mark A. Schiel  
 Assistant Superintendent of Business Services

Title: CEO

Date: 11/01/18

Date: 10/29/18

<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 does not include 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.