MOUNT DIABLO UNIFIED SCHOOL DISTRICT ADDENDUM TO INDEPENDENT SERVICE AGREEMENT REGARDING STUDENT DATA

This Addendum to the Service Agreement between Mt. Diablo Unified School District ("District") and _____ ("Contractor") dated _____ is agreed to on _____. The parties agree to the terms as stated herein.

RECITALS

Whereas, the Contractor has agreed to provide the District with certain digital educational services ("Services") pursuant to the Service Agreement described above;

Whereas in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students ("Student Data") that are covered by several statutes, among them, the Family Educational Rights and Privacy Act (FERPA) at 20 U.S.C. 1232g, the Children's Online Privacy Protection Act (COPPA) at 15 U.S.C. 6501, the Health Information Privacy Act (HIPAA) at Pub.L 104, and the Protection of Pupil Rights Amendment (PPRA) at 20 U.S.C. 1232;

Whereas the documents and data transferred from the District and created by the Contractor's Services are also subject to California state privacy laws, including California Education Code section 49703.1 and the Student Online Personal Information Protection Act (SOPIPA) found at California Business and Professions Code section 22584;

Whereas, for purposes of this Addendum, Contractor is a school official with legitimate educational interests in accessing educational records;

Whereas, the parties wish to ensure that the Service Agreement conform to the requirements of the privacy laws referred to above, and to establish implementing procedures and duties;

Now therefore, for valuable consideration or no consideration, the District and Contractor agree as follows:

1. All student data transmitted to the Contractor or created pursuant to the Service Agreement will continue to be the property of and under control of the District.

2. Student Data shall be defined as all personally identifiable information (PII) and other non-public information, including metadata (but excluding MetaData that has been stripped of all direct and indirect identifyer) and user-created content. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Contractor's services.

3. The Contractor shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA and other applicable privacy statutes, as applicable to the Services and/or to the Contractor. For purposes of FERPA, the Contractor shall be considered a School Official, under the control and direction of the District as it pertains to the use of Student Data.

4. The Contractor agrees that District shall be empowered to provide consent for the use of Services on behalf of parents under COPPA.

5. The Contractor agrees that any Data held by Contractor will be made available to District upon request by an authorized official of District.

6. The Contractor agrees that upon expiration or termination of services to the District any and all data in Contractor's possession and in the possession of any subcontractors in any form ~~will be returned to the District upon request~~ and any data, files, and backups in any form shall not be retained and shall be destroyed. Notwithstanding the foregoing, Contractor may retain data to the extent and for such period as required: (a) by applicable laws; (b) for the purpose of defending itself against legal claims; and (c) to continue its proper management and administration or to carry out its legal responsibilities. During such time, Contractor shall not process such data other than for the purposes set forth above and subject to the same conditions set out in this Addendum. Contractor shall delete such data when it is no longer needed for the above purposes

7. The Contractor agrees to abide by and maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by an unauthorized person.

8. In the event that student data is accessed or obtained by an unauthorized individual, the Contractor shall provide notification of the District within a reasonable amount of time of the incident, not to exceed ~~forty-eight~~ hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," What You Can Do," and "For More Information."

9. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Addendum with respect to the data shared under the Service Agreement.

10. Contractor is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
Contractor is prohibited from providing Student Data to third parties for any purpose without District's written consent, other than for Contractor's performance of its obligations under this Addendum, Contractor's internal business and administrative purposes, research, development and / or as otherwise expressly agreed by District in writing, and as authorized under applicable law

11. All other terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto, affix their signatures to this Addendum at Concord, California as of the date stated above.

THE MT. DIABLO UNIFIED SCHOOL DISTRICT

CONTRACTOR Signature	Date

Contractor Name & Title (Print): _____

Company Name: _____

Company Address: _____

Contractor Contact Number: _____   Email: _____

MDUSD Representative	Date

MDUSD Representative Name (Print): <u>Wendi S. Aghily, Ed.D. Chief, Pupil Services & </u>Special Education