

**MORGAN HILL UNIFIED SCHOOL DISTRICT  
PUPIL RECORDS ADDENDUM  
TO TECHNOLOGY SERVICES AGREEMENT FOR CALIFORNIA EDUCATION CODE 49073.1  
COMPLIANCE**

This Addendum No. \_\_\_\_ is entered into between Morgan Hill Unified School District (“District”) and \_\_\_\_\_ (“Service Provider”) on \_\_\_\_\_.

**WHEREAS**, the District is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB1584”), the California Education Code, the Children’s Online Privacy and Protection Act (“COPPA”), the Family Educational Rights and Privacy Act (“FERPA”), and the Student Online Personal Information Protection Act (“SOPIPA”);

**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 District 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 obtained by Service Provider from District continue to be the property of and under the control of the District. The District (or the applicable school) maintains control of all data, and has the ability to login to the platform and make any required modifications.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:

5. The options by which a pupil may transfer pupil-generated content to a personal account include:
  
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:
  
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:
  
8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, eligible pupil, and District pursuant to the following procedure:
  
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. Service Provider will provide access to pupil records only to its employees and subcontractors who need to access the data to fulfill Service Provider's obligations under the Contract or this Addendum.

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 procedures:

In furtherance of the foregoing, upon termination or expiration of the Service Agreement and this Addendum, Service Provider will, as applicable, securely return or destroy pupil records as reasonable directed by the District. In the event that the District requests destruction of any pupil records, Service Provider agrees to securely destroy all pupil records in its possession and in the possession of any subcontractors or agents to which the Service Provider might have transferred pupil records. Upon request by the District, Service Provider agrees to provide documentation of data destruction to the District.

11. Service Provider will not use pupil records for advertising or marketing purposes unless such use is specifically authorized by the Service Agreement or otherwise authorized in writing by the District.

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

**Morgan Hill Unified School District**

**Service Provider**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

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