

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
 P.O. Box 868
 Riverside, California 92502

AGREEMENT FOR INTENSIVE BEHAVIOR INTERVENTION SERVICES

1. MASTER CONTRACT

This Master Contract is effective this 1st day of **July, 2017**, between the **Riverside County Superintendent of Schools** (hereinafter referred to as “SUPERINTENDENT”) and **Perris Union High School District** (hereinafter referred to as “DISTRICT”) for the purpose of providing **Intensive Behavior Intervention (IBI)** to DISTRICT students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit DISTRICT student, or SUPERINTENDENT to provide such special education and/or related services, unless and until an authorized Memorandum of understanding (MOU) approved the provision of behavioral interventions.

Upon acceptance of a DISTRICT student, SUPERINTENDENT shall submit to DISTRICT an MOU. The MOU shall be executed within fifteen (15) days of a DISTRICT student’s enrollment. DISTRICT and SUPERINTENDENT shall enter into an MOU for each DISTRICT student served by SUPERINTENDENT.

2. TERM OF MASTER CONTRACT

The term of this agreement shall be from **July 1, 2017**, through **June 30, 2018**. This Agreement may be modified or amended by a written document, which complies with legal mandates, executed by SUPERINTENDENT and DISTRICT. Changes in the educational services or placement provided under the Agreement may only be made on the basis of revisions to the pupil’s Individualized Education Program (“IEP”), mediated agreement, an order from California Special Education Hearing Office (“CSEHO”) and/or an order rendered by a court of competent jurisdiction. At any time during the term of the Agreement, the parent, SUPERINTENDENT or DISTRICT may request a review of the pupil’s IEP, subject to all procedural safeguards required by state and federal law. The SUPERINTENDENT agrees to apply the same rate for the entire fiscal year.

3. RATE SCHEDULE

Designated Instruction and Service and/or Other Related Services

Description of Service	Hourly Rate
Direct Behavior Supervision by IBI Manager/BCBA (In home/school/clinic) and related IBI Program Supervision/consultation services for Individual Interventions.	\$100.00
Assessment, Report and IEP and Progress Meetings, Educational, Behavioral and/or Occupational Therapy	\$100.00
Direct Behavior Supervision by IBI Specialist with Masters (In home/school/clinic) and related IBI Program Supervision/consultation services for Individual Interventions.	\$ 95.00
Assessment, Report and IEP and Progress Meetings, Educational, Behavioral and/or Occupational Therapy	\$ 95.00

Direct Behavior Supervision by IBI Teacher on Special Assignment with Teaching Credential	\$ 95.00
Direct Behavior Support/Intervention by Senior Behavior Support Assistant (BSA) or Registered Behavior Technician (RBT) with BA	\$ 50.00
Direct Behavior Support/Intervention by BSA	\$ 45.00
Direct Behavior Support/Intervention by Trained IA	\$ 40.00
Training (home/school/clinic program) for specific student by an IBI Manager/BCBA	\$100.00
Training (home/school/clinic program) for specific student by an IBI Specialist with Masters	\$ 95.00
Training (home/school/clinic program) for specific student by an IBI Teacher on Special Assignment with Teaching Credential	\$ 95.00
Training-Workshop for Group (parent and or staff)	\$100.00
Mileage (from work base site to child's home or-roundtrip)	Current rate
Curriculum Materials-Teaching Aids including program setup and Maintenance, i.e., program books, data and other forms. (not to exceed per month)	\$ 75.00

4. PAYMENT DEMAND

SUPERINTENDENT shall submit written demand quarterly for payment. Upon approval of said payment demand, DISTRICT shall make payment in an amount equal to the number of creditable hours of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of receipt by DISTRICT of invoices properly submitted and approved by DISTRICT.

5. RIGHT TO WITHHOLD PAYMENT

DISTRICT may withhold payment to SUPERINTENDENT when: (a) SUPERINTENDENT has failed to perform, in whole or in part, under the terms of this contract; (b) SUPERINTENDENT was overpaid by DISTRICT as determined by inspection, review, and/or audit of its program, work, and/or records; (c) SUPERINTENDENT has failed to provide supporting documentation with an invoice, as required by Section 34; (d) education and/or related services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) DISTRICT has not received prior to school closure or contract termination, all documents concerning one or more DISTRICT students enrolled in SUPERINTENDENT's educational program; (f) SUPERINTENDENT fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify DISTRICT within five (5) days of such confirmation; or (g) SUPERINTENDENT receives payment from Medi-Cal or from any other agency or funding source for a service provided to a DISTRICT student.

The amount which may be withheld by DISTRICT with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service SUPERINTENDENT failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by SUPERINTENDENT (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (g): the amount paid to SUPERINTENDENT by Medi-Cal or another agency or funding source for the service provided to the DISTRICT student.

If DISTRICT determines that cause exists to withhold payment to SUPERINTENDENT, DISTRICT shall provide to SUPERINTENDENT written notice that DISTRICT is withholding payment. Such notice shall specify the basis or bases for DISTRICT's withholding payment and the amount to be withheld. Within ten (10) days from the date of receipt of such notice, SUPERINTENDENT shall take all necessary and appropriate action to correct the deficiencies that form the basis for DISTRICT's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of SUPERINTENDENT's written request showing good cause, DISTRICT shall extend SUPERINTENDENT's time to correct deficiencies (usually an additional ten (10) days), otherwise payment will be denied.

6. RENEWAL

DISTRICT is not required to renew this Agreement in subsequent years.

7. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the DISTRICT and SUPERINTENDENT. SUPERINTENDENT shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the DISTRICT and any individual assigned by SUPERINTENDENT to perform any services for the DISTRICT.

If the DISTRICT is held to be a partner, joint venture, co-principal, employer or co-employer of SUPERINTENDENT, SUPERINTENDENT shall indemnify and hold harmless the DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the DISTRICT as a result of that holding.

8. TERMINATION

Either party shall have the right to terminate and cancel this Agreement by giving a thirty-day (30) advance written notice to the other party of such termination. In the event of any termination or cancellation, the SUPERINTENDENT will be entitled to receive compensation consisting of any payments to-date and for not less than its pro-rata portion of services rendered to DISTRICT. In the event that this Agreement is terminated or cancelled, all finished or unfinished documents, data, studies, surveys, drawings reports and other materials prepared by the SUPERINTENDENT will become the property of the SUPERINTENDENT.

9. MUTUAL HOLD HARMLESS

a. DISTRICT shall indemnify and hold harmless the SUPERINTENDENT and its agents, servants and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. DISTRICT shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the SUPERINTENDENT and its agents, servants and employees in any such claim or action.

b. SUPERINTENDENT shall indemnify and hold harmless the DISTRICT and its agents, servants and employees from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of SUPERINTENDENT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. SUPERINTENDENT shall defend, at its sole expense, all costs and fees including but not

- limited to attorney fees, cost of investigation, defense and settlements or awards, the DISTRICT and its agents, servants and employees in any such claim or action.
- c. With respect to any action or claim subject to indemnification herein, the indemnitor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnitee; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnitor's obligations to the indemnitee as set forth herein.
 - d. The indemnitor's obligation hereunder shall be satisfied when the indemnitor has provided to the indemnitee the appropriate form of dismissal relieving the indemnitee from any liability for the action or claim involved.

10. INSURANCE

SUPERINTENDENT shall provide and maintain for the duration of the Master Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Master Contract by SUPERINTENDENT, its agents, representatives, or employees.

- A. Insurance coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- B. SUPERINTENDENT shall maintain limits of insurance no less than:
 - 1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
 - 2. Automobile Liability: \$1,000,000 combined single limit.
 - 3. Professional Liability/ errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$1,000,000 aggregate.

For all insurance coverages procured by the SUPERINTENDENT, the following terms apply:

- C. Any deductibles or self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At its option, DISTRICT may require the SUPERINTENDENT, at the SUPERINTENDENT's sole cost, to: (a) cause its insurer to reduce to levels specified by the DISTRICT or eliminate such deductibles or self-insured retentions as respects to the DISTRICT, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The DISTRICT, its subsidiaries, officials and employees are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the SUPERINTENDENT; products and completed operations of the SUPERINTENDENT; premises owned, occupied or used by the SUPERINTENDENT; or automobiles owned, leased, hired or borrowed by the SUPERINTENDENT. The coverage shall contain no

special limitations on the scope of protection afforded to the DISTRICT, its subsidiaries, officials and employees.

2. For any claims related to the services, the SUPERINTENDENT's insurance coverage shall be primary insurance as respects the DISTRICT, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the DISTRICT, its subsidiaries, officials and employees shall be excess of the SUPERINTENDENT's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (45) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
- E. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the DISTRICT.
- F. The SUPERINTENDENT shall furnish the DISTRICT with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements meeting requirements of above conditions are to be received and approved by the DISTRICT before work commences. SUPERINTENDENT's insurer must provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. **All Certificates of Insurance shall reference the contract number, and name of the school.**

If the DISTRICT or the SUPERINTENDENT determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

11. WITHDRAWAL BY PARENT

The SUPERINTENDENT shall immediately (within 24 hours) report by telephone to DISTRICT if a pupil is removed from Intensive Behavior Intervention (IBI) by the parent. The SUPERINTENDENT shall confirm said telephone call in writing within three (3) calendar days.

12. DISTRICT STUDENT CHANGE OF RESIDENCE

Within three (3) school days after SUPERINTENDENT becomes aware of a DISTRICT student's change of residence, The SUPERINTENDENT shall notify DISTRICT of the DISTRICT student's change of residence as specified in DISTRICT Procedures. Upon enrollment, The SUPERINTENDENT shall notify parents in writing of their obligation to notify SUPERINTENDENT of the DISTRICT student's change of residence. SUPERINTENDENT shall maintain, and provide upon request by DISTRICT, documentation of such notice to parents.

If the DISTRICT student's change of residence is to a residence outside of DISTRICT's service boundaries and SUPERINTENDENT fails to follow the procedures specified in this provision, DISTRICT shall not be responsible for the costs of services delivered after the DISTRICT student's change of residence, if SUPERINTENDENT had knowledge or should reasonably have had knowledge of the DISTRICT student's change of residence.

13. ACCIDENT/INCIDENT REPORT

The SUPERINTENDENT shall submit immediately (within 24 hours) by facsimile and mail an accident or incident report to DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under SUPERINTENDENT supervision, the need for mental health services, injuries requiring medical

attention, injuries resulting from physical restraint, Behavioral Emergency Reports, student has injured another individual, or student has been involved in an activity requiring notification of law enforcement or emergency personnel.

14. NO DISCRIMINATION

SUPERINTENDENT shall not, under the California Fair Employment and Housing Act ("FEHA"), do any of the following:

Refuse to hire or employ any person, or refuse to select the person for a training program leading to employment, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

Discriminate against any person in compensation or in terms, condition, or privileges of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

Refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual who is at least (40) years old on the basis of age.

Harass an employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sex, or sexual orientation.

Retaliate against any person for opposing any practice forbidden or made unlawful by the Fair Employment and Housing Act ("FEHA") or for testifying or otherwise participating in proceedings under the FEHA.

15. MANDATED REPORTING

SUPERINTENDENT assures the DISTRICT that all staff members, including volunteers, have been informed of their obligations under the Child Abuse and Neglect Reporting Act § 11164 et seq., and dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. SUPERINTENDENT agrees to provide annual training to all employees regarding mandated reporting of child abuse, missing children, and dependent adults. DISTRICT shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, SUPERINTENDENT shall include in the report the name, telephone number and address of the DISTRICT. When SUPERINTENDENT is aware of an allegation of staff abuse of a pupil, SUPERINTENDENT shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to the SUPERINTENDENT at the time. SUPERINTENDENT shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

SUPERINTENDENT will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with California Education Code § 49370.

If an employee of the SUPERINTENDENT or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment,

abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, SUPERINTENDENT shall submit the required report to the appropriate government or law enforcement agency.

16. NOTICES

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid as follows:

SUPERINTENDENT	DISTRICT
Contract's and Purchasing Services 3939 Thirteenth Street Riverside, CA 92502	Perris Union High School District 155 East Fourth Street Perris, CA 92570
Phone: (951) 826-6891 Fax: (951) 826-6975	Phone: (951) 943-6369 Fax: (951) 940-5378

If mailed, notice shall be effective as of the date of receipt by addressee. If delivered by hand, the effective date shall be the date of receipt by addressee.

17. ENTIRE AGREEMENT

This Agreement and any exhibits or attachments hereto constitute the entire agreement between DISTRICT and SUPERINTENDENT and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Agreement binds the heirs, successors, assignees, agents, and representatives of SUPERINTENDENT.

18. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Riverside County, California.

19. SEVERABILITY CLAUSE

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

20. DUE PROCESS & PROCEEDINGS

SUPERINTENDENT shall fully participate in due process proceedings before CSEHO including mediations and hearings, at no additional cost, as requested by DISTRICT. SUPERINTENDENT shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

21. COMPLAINT PROCEDURES

SUPERINTENDENT shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). SUPERINTENDENT shall include verification of these procedures to the DISTRICT.

22. SEXUAL HARASSMENT

SUPERINTENDENT shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the SUPERINTENDENT's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. SUPERINTENDENT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

SUPERINTENDENT shall have procedures in place to immediately (within 24 hours) report any allegations of conduct that may constitute or give the appearance of sexual harassment as per federal and state law. This reporting must include appropriate governmental, social service, and law enforcement agencies as well as the DISTRICT. SUPERINTENDENT shall ensure that an immediate and comprehensive investigation is commenced and shall invite the DISTRICT to participate in said investigation.

23. POSITIVE BEHAVIOR INTERVENTIONS

SUPERINTENDENT shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

SUPERINTENDENT shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the DISTRICT student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the DISTRICT student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by SUPERINTENDENT's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the DISTRICT student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

24. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes the DISTRICT Procedures and each Memorandum of Understanding (MOU) and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by execution by both parties.

25. DATA REPORTING

SUPERINTENDENT shall agree to provide all data related to student information and billing information with DISTRICT. The technology services agreement for California Assembly Bill 1584 Compliance, **Attachment A**, is attached hereto and made a part of the agreement by this reference.

26. CHANGES

This agreement may only be amended in writing by the mutual consent of the parties hereto.

27. SIGNATURE

The parties hereto have executed this Agreement by and through their duly authorized agents or representatives.

**Riverside County Superintendent
of Schools**

Perris Union High School District

Authorized Signature

Authorized Signature

Diana Walsh-Reuss, Associate Superintendent
Division of Student Programs and Services

Printed name and Title

Printed name and Title

Date _____

Date _____

**ATTACHMENT A
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Riverside County Superintendent of Schools** ("Superintendent") and **Perris Union High School District** ("DISTRICT") on **July 1, 2017** ("Effective Date".)

WHEREAS, the Superintendent 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 consultant must include certain terms; and

WHEREAS, the Superintendent and the DISTRICT 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 Superintendent from DISTRICT continue to be the property of and under the control of the DISTRICT.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows:

CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted. The Superintendent will provide qualified users the ability to request student data printouts to be provided by the Superintendent's staff.

*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.

5. The options by which a pupil may transfer pupil-generated content to a personal account include:

CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted.

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:

CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted.

The Superintendent will create security groups where controlled levels of access may be given so that parents and students can view their student data through software provided by the CONSULTANT. The Superintendent may allow parents to update limited pieces of demographic information provided through a portal provided by the CONSULTANT. During the first year of any new implementations, erroneous information will be reported to the Superintendent's staff and corrected within the software provided by the CONSULTANT, adhering to a transparent, uniform set of procedures and protocols devised by the Superintendent. CONSULTANT shall provide a portal and a process to update information that the Superintendent may choose to utilize to accomplish this task.

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:

CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted.

CONSULTANT shall conduct annual training seminars for all its responsible agents to review all student privacy laws and Consultant practices to ensure the security and confidentiality of pupil records.

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:

CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted.

If the CONSULTANT discovers that the records were disclosed through its own faults or a flaw in its system, CONSULTANT shall notify the Superintendent immediately, and optionally notify the affected parties through a message in their software portal. CONSULTANT will utilize its current

resources designed to minimize the exposure of cyber breach claims resulting from unauthorized disclosure of records.

CONSULTANT the Superintendent and the DISTRICT will work collaboratively to notify affected parents, legal guardians, or eligible pupils in the event of an unauthorized disclosure of records.

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:










CONSULTANT provides the software solution by which the Superintendent retains and updates pupil information. Superintendent will host this data in its own Data Centers and CONSULTANT will not have any ownership or collection of any pupil information, except for temporary instances whereby the CONSULTANT is providing technical support and resolution assistance when requested by the Superintendent, after which, the data is deleted.

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

CONSULTANT has reviewed FERPA requirements and deemed that their software possesses the ability to meet all requirements through recommended data practices. CONSULTANT offers training on its software to ensure the Superintendent utilizes the software as recommended to ensure compliance with FERPA and other student privacy laws.

California AB 1584 Compliance Checklist for School District/SUPERINTENDENT Technology Services Agreements

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

-  A statement that pupil records continue to be the property of and under the control of the school district;
-  A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
-  A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
-  A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
-  A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records;
-  A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
-  A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
-  A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
-  A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

* *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g