
This California Student Data Privacy Addendum (“Addendum”) supplements and is incorporated into the Student Data Privacy Agreement (the “Underlying Agreement”) between School Circle Network (“Provider”) and [the signing School or School Network] (the “Local Education Agency”), and applies where the Local Education Agency is located in the State of California. Capitalized terms not defined in this Addendum have the meanings given in the Underlying Agreement.

1. Incorporation by Reference

The terms of the Underlying Agreement remain in full force and effect. In the event of a direct conflict between this Addendum and the Underlying Agreement regarding a matter specifically addressed by California law, this Addendum controls solely as to that matter.

2. Applicable California Law

This Addendum is intended to address the requirements of California Education Code Section 49073.1 (Assembly Bill 1584) and the Student Online Personal Information Protection Act, California Business and Professions Code Sections 22584–22585 (“SOPIPA”), to the extent applicable to the categories of Student Data actually processed through the Service for California students. Nothing in this Addendum constitutes a representation that Provider holds any specific state certification, registration, or third-party compliance designation unless separately and expressly stated in writing by Provider.

3. Prohibited Uses Under SOPIPA

Consistent with SOPIPA, Provider will not knowingly: (a) engage in targeted advertising on the Service, or on any other site, using information (including de-identified information) acquired because of the use of the Service for K-12 school purposes; (b) use information acquired through the Service to create a profile of a K-12 student except in furtherance of K-12 school purposes; (c) sell a student’s information; or (d) disclose covered information, except as permitted under SOPIPA, including disclosures that further a legitimate research or educational purpose, are required by law, or are made to a service provider bound by obligations consistent with this Addendum.

4. Data Security and Deletion

Provider will implement and maintain reasonable security procedures and practices appropriate to the nature of the Student Data, consistent with Article V of the Underlying Agreement, and will delete a student’s covered information if the Local Education Agency requests deletion of data under the Local Education Agency’s control, consistent with Article IV, Section 4.6 of the Underlying Agreement.

5. Subcontractors

Provider will require any subcontractor to whom it discloses Student Data in connection with the Service to materially agree to the same restrictions and obligations that apply to Provider under this Addendum with respect to that Student Data.

6. Additional Parent and Eligible Student Rights

In addition to the rights described in Article II, Section 2.2 of the Underlying Agreement, Provider will reasonably cooperate with the Local Education Agency to facilitate a parent’s or eligible student’s right, where applicable under California law, to review personally identifiable information in the student’s records maintained by Provider and to request correction of inaccurate information.

7. No Waiver of Rights

Nothing in this Addendum waives any right or protection afforded to the Local Education Agency, a student, or a parent or guardian under California law, and any provision of the Underlying Agreement that is inconsistent with a non-waivable requirement of California law is superseded by that requirement solely to the extent of the inconsistency.

8. Signatures

This Addendum is executed electronically by an authorized representative of the Local Education Agency, and countersigned by Provider’s authorized signatory upon review, as reflected in the execution record associated with this Addendum.

Signature

Print, sign, and return this page to School Circle Network to have your offline signature recorded — printing and signing this page does not by itself execute the agreement.

Signature	Date
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Printed Name	Title
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Organization
