



MEMORANDUM OF UNDERSTANDING
FIRST 5 Santa Clara County
and
Mountain View Whisman School District

This Memorandum of Understanding (MOU) is entered into on between FIRST 5 Santa Clara County, (“FIRST 5”) and **Mountain View Whisman School District** (“Provider”) for the purpose of establishing a partnership for site quality improvement services and rating through QUALITY MATTERS...a STRONG START for kids (QUALITY MATTERS).

I. REQUIREMENTS

To achieve the goals of QUALITY MATTERS, Provider is committed to doing the following:

- A. Notify all parents and staff of participation in QUALITY MATTERS.
- B. Provider will participate in at least one QUALITY MATTERS Orientation to review program expectations and requirements. Provider may bring additional staff. Provider will share and discuss all information presented in the QUALITY MATTERS Orientation with their staff (QUALITY MATTERS staff** may assist if needed). This includes but is not limited to:
 - QUALITY MATTERS purpose, process, timeline and potential quality improvement activities and incentives.
 - The potential for ongoing professional development activities to support quality improvement efforts.
 - Discussing your site’s Quality Improvement Plan (QIP) with all staff.
 - Agree to become a rated site within 2 years of signing the original MOU.
 - Prior to rating, prepare for an on-site Rater review including gathering of relevant documents and entering information into iPinwheel. Allow independent Environment Rating Scale (ERS) and Classroom Assessment Scoring System (CLASS) assessors to observe and score randomly-selected classrooms for each rating period. Allow results of ERS and CLASS assessments to be shared with the assigned QUALITY MATTERS technical assistance staff.
 - When rating is complete, discuss your sites’ Rating, and Quality Improvement Plan (QIP) with all staff.
 - Agree that your site’s rating report will be posted on the internet acknowledging your participation in QUALITY MATTERS.
 - Ensure screening of all children using Ages and Stages Questionnaires, Third Edition (ASQ-3) and Ages & Stages Questionnaires®: Social-Emotional (ASQ:SE or ASQ:SE-2™) and refer children with developmental delays to Santa Clara County System of Care.
- C. Maintain mandated teacher: child ratios while ECE staff meet with QUALITY MATTERS staff.
- D. Notify QUALITY MATTERS within 36 hours if the child care site receives a Substantiated Complaint or Type A deficiency, or a non-compliance conference or an administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken); and if there is a probationary license with Community Care Licensing Division during the time period of participation in the QUALITY MATTERS program.



- E. Agree to attend quarterly QUALITY MATTERS Consortium meetings.
- F. Read and agree to the iPinwheel Terms and Conditions (Attachment A) for the use of the Web-based Data System, iPinwheel. Utilize iPinwheel for all QUALITY MATTERS required data collection activities.
- G. Read and agree to Technology Service Agreement for California Assesmbly Bill 1584 Compliance (Attachment B).
- H. At the time of enrollment, ask and collect a signed QUALITY MATTERS Parent Consent Form from all parents. Keep the form for your records, this form does not need to be shared with QUALITY MATTERS staff. Check or uncheck parent consent data field in iPinwheel based on parent consent status.

II. REPORTING

For the duration of participation, complete and return annual reports in a form specified by QUALITY MATTERS staff, and by the deadline determined. Providers also agree to allow pre-arranged site visits from any QUALITY MATTERS staff.

- A. Provide QUALITY MATTERS staff with race/ethnicity information for the child care site staff and children enrolled at the child care site as well as educational level of staff. Names MUST be attached to educational level of staff information. Additional information may be requested as a part of California's QRIS evaluation or reporting requirements.

III. LIMITATION ON LIABILITY; INDEMNIFICATION

Provider agrees to indemnify, to defend at its sole expense, to save and hold harmless FIRST 5, the individual members thereof, and all FIRST 5 officers, agents, employees, volunteers, associated QUALITY MATTERS staff and contractors from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of provider employees, agents, subcontractors or volunteers in performance of services or in the course of performing services rendered pursuant to this Agreement.

IV. GENERAL TERMS

Period of Operation and Termination

This agreement will take effect upon signing of both parties to the agreement and shall remain in effect until terminated. Each party shall have the right to terminate the agreement upon 30 days prior written notice to the other party.

Alteration of Terms

It is mutually agreed that this agreement may be modified or amended upon the written consent of the parties hereto.

Governing Laws and Regulations

It is agreed that, if any of the provisions of this MOU are affected by changes in Federal or State laws or regulations, this MOU may be renegotiated and amended accordingly, subject to the provisions outline in the preceding two (2) paragraphs.

Failure to Participate

If QUALITY MATTERS staff determine that the Provider is not upholding its commitment to participation in any quality improvement (QI) service such as attending professional development opportunities, coaching or consultation (e.g. missing scheduled meetings, failing to make progress toward identified goals), the QI service may be discontinued. Lack of a demonstrated commitment to QI services will also be taken into consideration for future selection and funding for such services.

In Good Standing with Community Care Licensing (CCL)

If a site license is changed to anything other than “In Good Standing” the QUALITY MATTERS rating and services to the site are suspended²⁹ (rating suspended and Provider no longer receiving QUALITY MATTERS site-level Quality Improvement resources, including financial incentives, technical assistance, coaching, and on-site training). All participating sites’ licenses must be current and “In Good Standing”³⁰ which means a licensed child care center or family child care home currently does not have³¹ any of the following:

1. A non-compliance conference
2. An administrative action taken or in the process of being taken (includes denied application, denied exemption, temporary suspension order, expedited revocation action, revocation action, or exclusion action that is being initiated, in process, or already taken)
3. A probationary license. (California RTT-ELC QRIS Implementation Guide, pgs. 6-7).

Mandated Ratios

QUALITY MATTERS staff will conduct observations and activities related only to the functions of the QUALITY MATTERS process. QUALITY MATTERS staff cannot and will not replace regular Provider staff, nor be “counted” for the mandated adult-child ratios in the program.

Consent to Share

QUALITY MATTERS staff may share information, within legal limits about your site and the services provided. This process will enhance the quality and relevance of the services you receive and ensure that we are not duplicating services. Site ratings for all participating rated sites will be made public per the requirements of First 5 California and the California Department of Education.

V. TERMS OF AGREEMENT

The term of this agreement is on-going beginning with the date of this fully executed MOU. No less frequently than every two years, QUALITY MATTERS staff will work individually with each site to determine eligibility and need for continuing services. All sites must complete rating within 2 years of signing the original MOU.

VI. MANDATED REPORTING SUSPECTED CHILD ABUSE OR NEGLECT AND HEALTHY AND SAFETY HAZARDS

Suspected Child Abuse or Neglect

If a provider has knowledge of or observes a child who they suspect has been the victim of child abuse or neglect within the course of QUALITY MATTERS funded work, the following is expected:

Site will file a report of the situation to Child Protective Services (CPS). In accordance with CPS guidelines, the report should be filed by phone within 24 hours of the incident, and in writing within 36 hours of the incident. If the abuse or neglect occurs in a licensed child care facility, it is expected that provider will also file a report immediately to Community Care Licensing (CCL).

- A. Reporting suspected child abuse or neglect to FIRST 5 and/or its associated contractors or other persons is not a substitute for making a report to CPS or CCL. Reporting duties are individual and cannot be delegated to another person.
- B. If FIRST 5 staff or any funded contractors become aware of suspected child abuse or neglect while providing consultation and/or project support, and a report is not filed within the legal

²⁹ Reinstatement protocols are determined at the local level.

³⁰ Reference-Health and Safety Code sections 1596.773 and 1596.886.

³¹ Consortia may choose locally to impose a time period of up to 12 months in the past

timeframe by Provider, First 5 staff and/or contractor will file a report by phone and in writing within 24 hours.

Health and Safety Hazards

If QUALITY MATTERS staff observes serious hazards or behavior that jeopardizes the health and safety of children at the site, FIRST 5 will be responsible for determining the steps to be followed including but not limited to:

- A. FIRST 5, in partnership with associated QUALITY MATTERS staff and contractors, may determine that the situation warrants a report to a regulatory agency including CCL and/or CPS. If a report is made, FIRST 5 and/or QUALITY MATTERS staff and associated contractors will inform the Provider unless the investigating agency has determined and notified FIRST 5 and/or QUALITY MATTERS staff and associated contractors in writing that it would impede the investigation of the incident or situation.
- B. FIRST 5, in partnership with QUALITY MATTERS staff and associated contractors, reserves the right to determine if they will continue working with a site that has been reported, based on its professional judgment and the feasibility of making needed changes within the site and/or Provider staff.
- C. FIRST 5 and/or QUALITY MATTERS staff and contractors reserves the right to withdraw QUALITY MATTERS staff from providing services at a site at any time. Eligibility for any FIRST 5 funding and/or grants program may be discontinued, modified, or withheld at the discretion of FIRST 5 pursuant to a change in law or a material adverse change in the Provider's condition, including failure to comply with licensure requirements, investigation by any entity with authority over the program, or in the case of any citation for child abuse or neglect without follow-up clearance by the appropriate regulatory agency.

Failing to report abuse or neglect to the appropriate agencies is not consistent with the mandates of FIRST 5 to improve health and development of children age 0-5. Failure to report may result in termination of services or funding.

QUALITY MATTERS...a STRONG START for kids
FIRST 5 Santa Clara County
Jolene Smith, Chief Executive Officer
4000 Moorpark Ave. Suite 200
San Jose, CA 95117



Jolene Smith
Chief Executive Officer

2/8/18
Date

Mountain View Whisman School District
Terri Wallace, Preschool Program Director
505 Escuela Avenue
Mountain View, CA 94040

Cathy Baur
Assistant Superintendent

Date

Attachment A

EARLY QUALITY Systems, INC. iPINWHEEL PRIVACY POLICY.

YOU ARE REQUIRED TO READ AND ACCEPT THESE TERMS AND CONDITIONS OF USE BEFORE USING PINWHEEL.

Before using Pinwheel, please read this Privacy Policy and the Terms of Use for the Pinwheel Site carefully. By using Pinwheel and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for Pinwheel. If you have any questions concerning this Privacy Policy or the Terms of Use for Pinwheel, please contact Support@iPinwheel.com.

Introduction

Early Quality is under contract with the **FIRST 5 Santa Clara County** ("Funder") to provide a Web-based Quality Rating and Improvement System (QRIS) data collection and program management system (Pinwheel) for designated Preschool Agencies. The Funder contracts with Early Quality to provide the Pinwheel Site pursuant to agreed specifications. Some features of the Pinwheel Site may not be accessible to all users. This Privacy Policy explains Early Quality's privacy policy with respect to the personally-identifiable data collected through the Pinwheel Site.

Purpose of Pinwheel

Pinwheel is a program management and reporting system with features designed for use by a wide variety of early education stakeholders, including preschool teachers and other staff at preschool sites, funders, independent assessors, and professional development coaches. Some features of Pinwheel are designed for and available only to the preschool providers and their authorized staff ("Educators"). Other features of Pinwheel are designed for the Funders. The purpose of the Pinwheel features for Educators is to facilitate the enrollment of students, recording assessment scores, tracking referrals, taking attendance, documenting professional development activities, and reporting to the Funder.

Early Quality collects and uses personally identifiable data through the Pinwheel Site in accordance with, and for the purpose of fulfilling, its QRIS system contract with the Funder. Data reporting activities to the Funder will be conducted in accordance to the QRIS Operating Guidelines at the designated quarterly intervals. Pinwheel's workflow for data submittals includes an administrative review by the Educator before data is submitted to the funder.

Access

Access to the Pinwheel Site is regulated by a Whitelist, Greylist, Blacklist scheme used in conjunction with account password controls. This system features:

- Only users on a IP whitelist have full access to Pinwheel.
- Users with authorized account credentials (account and password) that access Pinwheel via a non-whitelist IP may have partial access to Pinwheel. Personally-Identifiable Information (PII or PID) such as student name, address, or date of birth are masked by asterisks.
- IP's from commonly known internet trouble regions are Blacklisted and have no access to Pinwheel.
- Strong passwords are required and enforced.
- Electronic access is via FIPS 140-2 compliant encryption using SSL/HTTPS.

- All users have role and organization-based restrictions.

Information Access and Correction

Only an authorized Educator may enter data on a student's record through the Pinwheel Site. An authorized Educator may review the student record on the Pinwheel Site, make student record changes, review available assessment reports and otherwise track data for that student. An Educator may contact the funder if the Educator believes there may be an issue with a student record or encounters any issues in accessing or correcting information through the Pinwheel Site.

Information Use or Disclosure

Except for the limited exceptions set forth below, Early Quality will not share with, or disclose to, third parties, the names of users, staff, students or other personally identifiable information collected through or in connection with the Pinwheel Site. Early Quality may, however, use or disclose personally identifiable information:

- As requested or required by the Funder for the QRIS Program or the user's or student's School or School District.
- In response to subpoenas, court orders or legal process, to the extent permitted or required by law;
- To protect student or user security, or the security of other persons, consistent with applicable laws;
- As required by law;
- In connection with the sale, joint venture or transfer of some or all of the assets of Early Quality, Inc., subject to written approval from the Funder; and/or
- To affiliated companies and contractors providing services for the QRIS Program who are obligated to take appropriate commercially reasonable steps to maintain the confidentiality of such information and use it solely for the purposes specified in this Privacy Policy.
- Non-personally identifiable aggregated information collected through this website may be used for quality assurance and for research and development and may be disclosed to third parties in non-personally identifiable form upon receipt of written approval from the Funder.

Security and Confidentiality

Subject to the other provisions of this Privacy Policy and contractual obligations, Early Quality will take commercially reasonable steps to maintain the confidentiality of all personal information and student records collected and managed through the Pinwheel Site. For example, the Pinwheel Site currently uses industry-standard SSL-encryption to protect user account and password information and uses a secure connection to Early Quality servers, which are protected by firewalls to prevent unauthorized break-ins. The administrative system and authentication mechanisms are protected through the use of SSL encryption of data transmitted via HTTP. As other security methodologies become commercially available, Early Quality may change its current security systems processes or substitute these systems with other security systems or processes. UNFORTUNATELY, NO DATA TRANSMISSION OVER THE INTERNET IS GUARANTEED COMPLETELY SECURE. GIVEN THE INHERENT OPERATION AND STRUCTURE OF THE INTERNET, ALL TRANSMISSIONS ARE DONE AT YOUR OWN RISK.

Precautions to be Taken by Users

User Information and access to the Pinwheel Site is password protected for the privacy and protection of student personal and student assessment data. Educators, and other users are urged to create secure passwords (see our tutorial for help with this) and to keep confidential all user information and passwords. If storage of this information is required, it is recommended that it be kept in a secure location. To protect data, users should always logoff when exiting the Pinwheel Site and not divulge or share user identification or passwords with anyone.

Cookies

The use of cookies is a common practice for Internet facing web applications. Cookies are small text files that a website transfers to your computer's browser. Cookies will provide the website with non-personally identifiable information, but does identify your computer, browser and Internet specifications. The Pinwheel Site uses cookies to measure traffic patterns, personalize content, improve usability, and control security.

IP Addresses

An IP address is a number automatically assigned to your computer by your Internet service provider. The Pinwheel Site may collect IP addresses, the associated URLs, domain types, the browser type used to access the Site, the country, state and telephone area code where the users' Internet service provider's servers are located, the pages of the Pinwheel Site that users viewed during their visit and any search terms entered on the Site. Collection of IP addresses is generally for system administration purposes, to monitor the level of activity on the Site and for security and access control reasons.

Links to Other Sites

The Pinwheel Site may contain links to other websites related to the QRIS Program on the Internet, which may include Funder sites, or other Early Quality websites. The information practices of those websites are not covered by this Privacy Statement or any other policies or terms applicable to the Pinwheel Site. You should read the terms and policies of those other websites before supplying information to that site or otherwise using the site.

Site and Content Ownership

The Site is owned and operated by Early Quality. The content thereof is protected by copyrights owned by Early Quality and/or its licensors and/or the Funder.

Changes to the Privacy Policy

This Privacy Policy and the Terms of Use for the Pinwheel Site may be revised from time to time through an updated posting. You should, therefore, check both this Privacy Policy and the Terms of Use periodically. Revisions are effective upon posting and your continued use of the Pinwheel Site following the posting of such revisions will indicate your acceptance of such revisions.

Contact Information

If you have questions or concerns about this Privacy Policy, please contact Support@iPinwheel.com. If you want us to respond to your comment or question, please provide your contact information in your message.

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Effective Date: October, 2016

PINWHEEL TERMS AND CONDITIONS OF USE: YOU ARE REQUIRED TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE PINWHEEL SITE.

Before using the Pinwheel Site, please read these Terms of Use and the Privacy Policy carefully. By using the Pinwheel Site and its services, you acknowledge that you understand, accept and agree to the terms of this Privacy Policy and the Terms of Use for the Pinwheel Site. If you do not agree to these Terms of Use, you are prohibited from using the Pinwheel Site. Early Quality reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms of Use at any time. Your continued use of the Site following the posting of changes to these Terms of Use (including the Privacy Policy) will constitute your acceptance of those changes. If you have any questions

concerning this Privacy Policy or the Terms of Use for the Pinwheel Site, please contact Support@iPinwheel.com.

A. RESTRICTIONS ON USE OF MATERIALS

1. Pinwheel is operated by Early Quality, LLC. ("EARLY QUALITY "). Early Quality, LLC. is under contract with the Funder to provide a web-based Quality Rating and Improvement System (QRIS) data collection and program management system for designated Preschool Agencies (Pinwheel). The Funder contracts with Early Quality to provide the Pinwheel Site pursuant to agreed specifications.
2. To the extent that you are a Preschool Agency using Pinwheel as provided in the contract with the Funder, and in the event any of these Website Terms and Conditions of Use conflict with the terms of the contract with the Funder, the terms of the contract with the Funder shall apply.
3. Early Quality restricts access to the site by IP white list and by password to users that are authorized by the Funder sponsoring the QRIS Program. Some authorized users, including School District personnel, may use the Site to submit personally identifiable information to Early Quality to allow for the [funder] to manage their QRIS program, and for related services.
4. Personally identifiable information, or materials found on the Pinwheel Site may not be disclosed to any unauthorized third party, or used for any purpose not authorized by the Funder which sponsors the applicable QRIS Program. No data or material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way that is not authorized by these Terms and Conditions of Use or the Funder which sponsors the authorized users' QRIS Program.

B. DISCLAIMER

THE MATERIALS IN THE PINWHEEL SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, EARLY QUALITY AND FUNDER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EARLY QUALITY AND FUNDER DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

C. INDEMNIFICATION

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT AND ACCOUNT HOLDERS OTHER THAN EDUCATION AGENCIES AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EARLY QUALITY AND FUNDER FOR ANY LIABILITY OR EXPENSE ARISING FROM SUCH USE OR MISUSE. YOU AGREE TO IMMEDIATELY NOTIFY EARLY QUALITY OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

D. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EARLY QUALITY AND FUNDER BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEB SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN ADDITION, NOTHING IN THESE TERMS AND CONDITIONS IS INTENDED TO WAIVE OR LIMIT THE SOVEREIGN IMMUNITY OF THE FUNDER.

E. TERMINATION

You may terminate your use of the Pinwheel Site at any time by ceasing to use the Pinwheel Site. Your use of the Pinwheel Site may also be terminated immediately by the Funder or EARLY QUALITY if in the Funder or EARLY QUALITY 's sole determination you fail to comply with any term or provision of these terms and conditions.

F. OTHER

Except as stated in A.2, these terms shall be governed exclusively by laws of California without giving effect to any principles of conflicts of law. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

G. PRIVACY

Users of the Pinwheel Site must review and uphold the terms of the Privacy Policy found on the Pinwheel Site.

I affirm that I have read, understand and accept iPinwheel Privacy Policy and iPinwheel Terms and Conditions.

Signature

Date

Cathy Baur
Assistant Superintendent

Printed Name



Attachment B
TECHNOLOGY SERVICES AGREEMENT FOR
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE

This agreement was entered into between the **Provider** and **Early Quality Systems, LLC** ("Consultant") from January 1st, 2018 until the termination of QUALITY MATTERS Memorandum of Understanding. It is included here as flow down language for Santa Clara County providers participating in QUALITY MATTERS... a STRONG START for kids initiative.

WHEREAS, the Provider 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 Provider and the Consultant 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 records³² obtained by Consultant from Provider continue to be the property of and under the control of the Provider.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data Assessment for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
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:

Early Quality Systems, LLC Personally Identifiable Information Review Policy:

Early Quality Systems, LLC provides Pinwheel™ data Systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, LLC does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally

³² 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.

identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

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:

EQS Security and Confidentiality Program- Policies and Procedures:

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality System management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality System's Program.
- Early Quality System will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality System, that have access to customer information will participate in the Early Quality System's information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality System's Program. Training will recur at least once each year, or sooner, as determined by Early Quality System management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
 - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
 - Locking rooms and file cabinets where paper records are kept.
 - Using password-activated computer software, Systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
 - Using strong passwords (at least eight characters long and alpha-numeric).
 - Changing passwords periodically, and maintaining the security of passwords.
 - Sending electronic information over secure channels only.
 - Appropriately disposing of paper and electronic records.
 - Other training as determined appropriate by management from time to time.
- Early Quality System will take appropriate steps to encourage awareness of, and compliance with the EQS Security and Confidentiality Program.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Assessment management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality System.

- All persons who fail to comply with the EQS Security and Confidentiality Program shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality System. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

Information Systems

- In keeping with the objectives of the EQS Security and Confidentiality Program, the Early Quality Assessment shall implement, maintain and enforce the following information Systems safeguards:
 - All records containing customer information shall be stored and maintained in a secure area.
 - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The EQS Security and Confidentiality Program Coordinator shall control access to such areas.
 - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
 - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the EQS Security and Confidentiality Program Coordinator shall control access to such servers.
 - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer Assessment with a direct Internet connection.
 - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the EQS Security and Confidentiality Program Coordinator.
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
 - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality System directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
 - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
 - Early Quality Systems, LLC shall require by contract that inbound transmissions of customer information delivered to the Early Quality Assessment via other sources be encrypted or otherwise secured.
 - All outbound transmissions of customer information shall be secured in a manner acceptable to the EQS Security and Confidentiality Program Coordinator.
 - To the extent sensitive data must be transmitted to the Early Quality Assessment by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
 - The EQS Security and Confidentiality Program Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Assessment and with the Early Quality Assessment's business partner and vendors.

- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- All paper transmissions of customer information by the Early Quality System shall be performed on a secure basis.
 - Sensitive customer information shall be properly secured at all times.
 - Customer information delivered by the Early Quality Assessment to third parties shall be kept sealed at all times.
 - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- All customer information shall be disposed of in a secure manner.
 - The EQS Security and Confidentiality Program Coordinator shall supervise the disposal of all records containing customer information.
 - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.
 - All hardware shall be effectively destroyed.
 - All customer information shall be disposed of in a secure manner after any applicable retention period.
- The EQS Security and Confidentiality Program Coordinator shall maintain an inventory of Early Quality Assessment computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- The EQS Security and Confidentiality Program Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.

Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other Systems Failures:

In keeping with the objectives of the Program, the Early Quality System shall implement, maintain and enforce the following attack and intrusion safeguards:

- The EQS Security and Confidentiality Program Coordinator shall ensure the Early Quality System has adequate procedures to address any breaches of the Early Quality System's information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer Systems, etc.
- The EQS Security and Confidentiality Program Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The EQS Security and Confidentiality Program Coordinator shall communicate with Early Quality System's computer vendors from time to time to ensure that the Early Quality System has installed the most recent patches that resolve software vulnerabilities.
- Early Quality System shall utilize anti-virus software that updates automatically.
- Early Quality System shall maintain up-to-date firewalls.

- The Program Coordinator shall manage the Early Quality System's information security tools for employees and pass along updates about any security risks or breaches.
- The EQS Security and Confidentiality Program Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The EQS Security and Confidentiality Program Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The EQS Security and Confidentiality Program Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

Risk Assessment

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality System's operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information Systems, including network and software design, as well as
- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other Systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality System's customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality System's current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

Audit

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality System's safeguards' key controls, Systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

Overseeing Service Providers

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality System's service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality System for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality System to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality System's safeguarding requirements.

Periodic Reevaluation of the Program

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program

from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality System's operations, business or information technology arrangements; or
- Any other circumstances that the EQS Security and Confidentiality Program Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program Coordinator* in the regard, the Early Quality System shall keep the *EQS Security and Confidentiality Program Coordinator* apprised of the nature and extent of all third party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality System's customer information.

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:

Early Quality Systems, LLC Unauthorized Disclosure of Pupil Record Data Action Plan:

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, LLC (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to Systems/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- Identify all affected data, machines, and devices.
- Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
- When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- Reach out to data owners as soon as possible to notify them about the breach.

- Foster a cooperative relationship between the incident response team and data owners.
 - Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.
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:

Early Quality Systems, LLC-End of Contract Data Transfer Process:

Early Quality Systems, LLC provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired. Contract data may downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment
 - all Pinwheel downloads are done via SSL
 - browser should be set to download on a secure/encrypted drive
 - Download all data by following these steps
 - In Pinwheel, Log on as admin user.
 - from main menu go to exports page
 - for each data item select item type (radio button) and then select export
 - each export file will be downloaded as an excel file
 - Alternatively
 - log on as statistical analysis user
 - create workspace
 - select all data files in Pinwheel
 - download all Pinwheel files using links on Statistical Analysis Data Files
 - each export file will be downloaded as a CSV file
11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

Early Quality Systems, LLC FERPA Policy

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, LLC, LLC. (EQS) Student Information Assessment and Program Management Assessment, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information Assessment and Program Management Assessment. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over

its data as required under FERPA.

As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

California AB 1584 Compliance Checklist for School District (Provider) 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.

- 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.

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I have read, understand and accept Technology Services Agreement for California Assesmbly Bill 1584 Compliance.

Signature

Date

Cathy Baur
Assistant Superintendent

Printed Name