LEA and Provider agree to the following additional terms and modifications:

WHEREAS

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the ~~S~~service ~~A~~agreement and ~~P~~provider ~~T~~terms of ~~S~~service or ~~P~~privacy ~~P~~policy the terms of this DPA shall control.

5. The <u>products and</u> services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

ARTICLE I: PURPOSE AND SCOPE

1.Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these ~~s~~Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing ~~s~~Services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

3. DPA Definitions. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the ~~S~~service ~~A~~agreement, ~~T~~terms of ~~S~~service, ~~P~~privacy ~~P~~policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of <u>the</u> ~~s~~Services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the ~~s~~Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

5. **Subprocessors**. Provider shall enter into ~~written~~ agreements <u>or accept terms and conditions</u> with all Subprocessors performing functions for the Provider in order for the Provider to provide the

Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

3. Reasonable Precautions. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the ~~s~~Services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access <u>to the Services</u>.

ARTICLE IV: DUTIES OF PROVIDER

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing ~~s~~Services on behalf of the Provider pursuant to this DPA. Provider will not ~~S~~sell Student Data to any third party.

ARTICLE V: DATA PROVISIONS

2. **Audits.** No more than once a year, or following unauthorized access, ~~upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA~~ . the LEA may make reasonable inquiries of the Provider regarding the use of the LEA's Student Data and the security measures undertaken by the Provider to protect said Student Data. The Provider will <u>also</u> cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's ~~facilities~~, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

ARTICLE VII: MISCELLANEOUS

1. Termination. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any ~~s~~Service ~~a~~Agreement or <u>other related</u> contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall ~~destroy~~ <u>dispose of</u> all of LEA's Student Data pursuant to Article IV, section 6.

EXHIBIT "C"
DEFINITIONS

Service Agreement: Refers to the <u>quote</u>, <u>corresponding</u> ~~C~~<u>c</u>ontract, ~~P~~<u>p</u>urchase ~~O~~<u>o</u>rder or ~~T~~<u>t</u>erms of ~~S~~<u>s</u>ervice or ~~T~~<u>t</u>erms of ~~U~~<u>u</u>se.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data. <u>Provider shall not be responsible for the disclosure of Student Data to or by other LEA providers in accordance with ARTICLE IV § 4.</u>

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and

Newhall School District

("Originating LEA") which is dated Jun 2, 2022 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

privacy@safarimontage.com
_____.

PROVIDER: Library Video Company d/b/a SAFARI Montage_____

BY: _____ *Judie Koss* _____ Date: 06-03-2022_____

Printed Name: Judith Koss_____ Title/Position: General Counsel_____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Newhall School District

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA: San Dieguito Union High School District_____

BY:

_____ *Tina Douglas* _____ Date: 09-17-2022_____

Printed Name: Tina Douglas_____ Title/Position: Associate Superintendent - Business

SCHOOL DISTRICT NAME: San Dieguito Union High School District Services_____

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tina Douglas_____

Title: Associate Superintendent - Business Services_____

Address: 710 Encinitas BLVD Encinitas California 92024_____

Telephone Number: 760-753-6491_____

Email: tina.douglas@sduhsd.net_____

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