

**DATA PRIVACY AGREEMENT
BETWEEN THE IRVINE UNIFIED SCHOOL DISTRICT**

AND

CALIFORNIA STUDENT AID COMMISSION

WHEREAS, the Irvine Unified School District ("District") and the California Student Aid Commission ("Provider"), have entered into an Agreement whereby Provider has agreed to provide FAFSA services (hereinafter referred to as "Service"); and

WHEREAS, in order to provide the Service described above, Provider may have access to student information, defined as student records under FERPA and California Education Code § 49073.1, among other statutes, which are therefore subject to statutory protection; and

WHEREAS, the parties wish to execute this Agreement in full compliance with California Education Code § 49073.1.

NOW THEREFORE, for good and valuable consideration, the Parties agrees as follows:

PURPOSE

1. The purpose of this Agreement is to bind the parties to uphold their responsibilities under all applicable privacy statutes, including the Family Education Rights Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and AB 1584 (found in Education Code including Section 49073.1). Specific duties are set forth below.

DATA OWNERSHIP AND AUTHORIZED ACCESS

2. Data Property of District: All information, data, and other content transmitted by the District to the Provider, or entered or uploaded under District's user accounts, remain the sole property of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes. A parent, legal guardian or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and request the transfer of pupil-generated content to a personal account.

3. Data Access: Provider may access District data solely to fulfill its obligations under the Distribution Agreement.

4. Third Party Access: Provider may not distribute District data or content to a third party without District's express written consent, unless required by law. Use of subcontractors and subcontractor access to data, other than by Authorized Disclosees, must be approved in writing by the District. Provider will ensure that approved subcontractors adhere to all provisions of this Agreement.

5. Third Party Request: Should a third party contact Provider with a request for District data, including law enforcement and government entities, the Provider shall redirect the third party to request the data directly from the District. Provider shall notify the District in advance of a compelled disclosure to a third party unless legally prohibited.

6. Applicability of COPPA: Provider warrants to District that all data collected directly from children and/or data resulting from tracking children's use of the Service is subject to parental consent and will occur in strict conformity to the requirements of the Children's Online Privacy Protection Act (COPPA). Provider shall obtain such parental consent, unless expressly agreed to otherwise by the parties. Provider may not sell or market student data, or use student data for sale or marketing purposes without express parental consent.

DUTIES

7. District: The District will perform the following duties:

(a) Provide Data: Provide data for the purposes of utilizing the Service in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g.

(b) Precautions: Take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Service and hosted data.

(c) Notification: Notify Provider as promptly as possible of any known or suspected unauthorized access.

8. Provider: Provider will perform the following duties:

(a) Privacy Compliance: Comply with all applicable FERPA, COPPA, PPRA and AB 1584 (Education Code section 49073.1), among others. These duties shall include the following:

(b) Authorized Use: The data shared under this Agreement shall be used for no purpose other than providing the Service pursuant to the Distribution Agreement and or otherwise authorized under the statutes referred to in subsection (a), above.

(c) Employees Bound: Require all employees of Provider and Authorized Disclosees to comply with all applicable provisions of FERPA laws with respect to the data shared under this Agreement.

(d) Secure Environment: Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to provide the Service pursuant to the Distribution Agreement. Provider has security measures in place to help protect against loss, misuse and alteration of the data under Provider's control. When the Service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Provider shall host the Service in a secure server environment that uses a firewall and other advance technology in an effort to prevent interference or access from outside intruders. The Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.

(e) No Disclosure: Not disclose any data obtained under this Agreement in a manner that could identify an individual student to any other entity in published results of studies. Deidentified information may be used by Provider for the purposes of development and improvement of educational sites, services or applications.

(f) Disposition of Data: Destroy all personally identifiable data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained, no later than 60 days following the expiration or termination of the Services provided under the Distribution Agreement, unless a reasonable written request is submitted by the District. Nothing in this Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

(g) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to District data stored on equipment used by Provider or in facilities used by Provider, Provider will: notify the District as promptly as possible of the suspected or actual incident; investigate the incident as promptly as possible and provide District with detailed information regarding the incident, including the identity of affected users; assist the District in notifying affected users by taking commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident in accordance with Provider's Data Security Policy.

DATA REQUEST

9. Data Requested: Students' names (first and last), Students' School Enrollment, Students' birthdates, Students' ZIP Codes, Students' FAFSA information, Students' GPAs, Students' Grades.

10. Term: The Provider shall be bound by this Data Privacy Agreement for the duration of the Service Agreement or so long as the Provider maintains any student data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this Data Privacy Agreement for no less than three (3) years.

AUDIT

11. The District reserves the right to audit and inspect the Provider's compliance with this Agreement and applicable law upon reasonable prior written notice to Provider's principal place of business, during normal business hours, and no more than once per year.

AGREEMENT

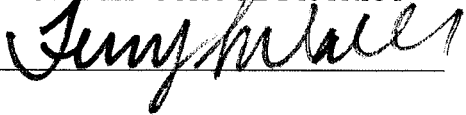
12. Priority of Agreements: The Distribution Agreement and this Agreement shall govern the treatment of student records in order to comply with the applicable privacy protections, including those found in FERPA and California Education Code § 49073.1. In the event there is conflict between the terms of this Agreement and the Distribution Agreement or any other bid/RFP, license agreement, or contract document(s) in existence, the terms of this Agreement shall apply solely with respect to the personally identifiable data provided under the terms of the Distribution Agreement.

13. Other Provisions Unaffected: Except as described in paragraph 12 above, all other provisions of the Distribution Agreement shall remain unaffected.

14. Modification of Agreement: No modification or waiver of any term of this Agreement is effective unless mutually agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

IRVINE UNIFIED SCHOOL DISTRICT

By: 

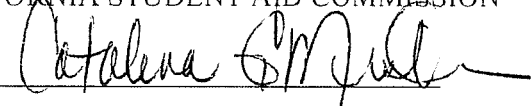
Date: 3/13/2019

Printed Name: Terry Walker

Title/Position: Superintendent

USD Board Approved 3/12/2019

CALIFORNIA STUDENT AID COMMISSION

By: 

Date: 3/6/19

Printed Name: Catalina Mistler

Title/Position: Deputy Director

Note: Electronic signature not permitted.

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