

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

AND

OCDM DIRECT MARKETING

WHEREAS, the Irvine Unified School District ("District") and ocdm Direct Marketing ("Provider"), have entered into an Agreement whereby Provider has agreed to provide direct mailing 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 the Family Educational Rights and Privacy Act ("FERPA"), and the Protection of Pupil Rights Amendment ("PPRA"), among other statutes, which are therefore subject to statutory protection; and

WHEREAS, the parties wish to execute this Agreement in full compliance with all applicable laws and statutes.

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), and the Protection of Pupil Rights Amendment (PPRA). Specific duties are set forth below.

DATA OWNERSHIP AND AUTHORIZED ACCESS

2. Data Property of District: All information, data, and other content provided by the District to the Provider 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.

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.

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 any means of gaining access to the 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 laws, including, but not limited to FERPA, and PPR. 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 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 environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to provide the Service pursuant to the Agreement. Provider has security measures in place to help protect against loss, misuse and alteration of the data under Provider's control.

(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: Not retain and 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 completion of the Services provided under the 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 Services.

(g) Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to District data, 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.

DATA REQUEST

- 9. Data Requested: Provider shall have access to confidential student information, including, but not limited to: student name, grade, address, grades, and parent/guardian names,
- 10. Term: The Provider shall be bound by this Data Privacy Agreement for the duration of the 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 from the Effective Date of June 27, 2018.

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 PPRA. 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 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.

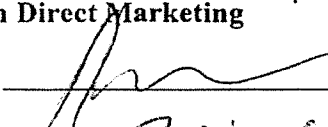
IRVINE UNIFIED SCHOOL DISTRICT

By:  _____

Date: June 27, 2018

Printed Name: John Fogarty
USD Board Approved 6/26/18
ocdm Direct Marketing

Title/Position: Asst Supt Business Services

By:  _____

Date: 6/12/18

Printed Name: Rick Groth

Title/Position: Account Mgr

*Note: Electronic Signature Not Premitted