

CONTRACT NAME: AGREEMENT BETWEEN RELIANCE COMMUNICATIONS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is Addendum No. 3 for School Messenger which is the notification service used by DJUSD to quickly deliver large volumes of messages through multiple channels. Messages can be sent via voice, email and soon to be text messages for the purpose of pertinent announcements, attendance and emergency notifications.

The fiscal impact is \$21,535.00. This allocation is included in the current Instructional Technology Services board-approved budget; no additional funding is being requested.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 3

SchoolMessenger ASP Plus Terms Of Service And ASP Plus Privacy Policy

THIS ADDENDUM No. 3 ("Addendum No. 3") to SchoolMessenger ASP Plus Terms of Service and ASP Plus Privacy Policy ("Agreement") is entered into this 1st day of July 2015, ("Effective Date"), by and between Reliance Communications Inc., a California corporation, ("Company") and the Davis Joint Unified School District, a California public school district ("Customer"), to extend the term of the Agreement for the 2015-2016 school year and make additional revisions as follows:

1. Replace Addendum No. 2 in its entirety with this Addendum No. 3.
2. Delete Section 2 of Addendum No. 1, Article I. Contract Terms, and replace it with the following:
 2. Customer's Purchase Order No. _____ (attached hereto and hereby incorporated by reference as Exhibit "A")
3. Delete "Exhibit A (Purchase Order No. 140050)" and replace it with the attached "Exhibit A (Purchase Order No. _____)."
4. Delete the existing Article IV. Protection of Student Education Records and Information in its entirety and replace it with the following:

IV.

PROTECTION OF STUDENT EDUCATION RECORDS AND INFORMATION

A. Ownership and Control of Pupil Records. Pupil Records shall continue to be the property of and under the control of the Customer in accordance with California Education Code Section 49073.1. For purposes of this Contract, "Pupil Records" means, both any information directly related to a pupil that is maintained by the Customer and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employee and also includes Student Information as that term is used in Addendum No.1. For purposes of this Contract, "Pupil Records" does not mean deidentified information, including aggregated deidentified information, used by Company to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Company's products in the marketing of those products; or for the

development and improvement of educational sites, services, or applications. For purposes of this Agreement, "Deidentified Information" means information that cannot be used to identify an individual pupil.

B. Ownership and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated Content to a personal account by notifying the Customer's Director of Information Technology or designee in writing of such request. The Customer will provide a written request to Company's [Insert contact person] and Company shall return the Pupil-Generated Content in a format acceptable to the Customer, within five (5) days of receiving the Customer's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

C. Use of Pupil Records. Company shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

D. Review of Pupil Records. A parent, legal guardian, or pupil who has reached the age of 18 may review personally identifiable information in the pupil's records and correct erroneous information by notifying the Customer's Director of Information Technology or designee in writing, of such request. The Customer will meet with parent, legal guardian, or pupil who has reached the age of 18 to review and correct any information in the Pupil's Records. The Customer will notify Company of the need to review Pupil Records and or make corrections to any Pupil Records in writing. Company shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Company shall cooperate with the Customer in complying with this mandate.

E. Security and Confidentiality of Pupil Records. Company agrees to hold Pupil Records in strict confidence. Company shall not use or disclose Pupil Records received from or on behalf of Customer except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer. Company agrees that it will protect the Pupil Records it receives from or on behalf of Customer, according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Company will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Company shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of Customer, as set forth in Section 10 of this contract. These measures shall be extended by contract to all subcontractors used by Company. If Customer reasonably

determines in good faith that Company has materially breached any of its obligations under this section, Customer may, in its sole discretion, terminate the Agreement immediately if cure is not possible. Customer shall provide written notice to Company describing the violation, the action it intends to take and the timeframe for such action.

F. Breach Notification Process. Company, within one (1) business day of discovery, shall report to Customer any use or disclosure of Pupil Records not authorized by the contract or in writing by the Customer. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure. Company shall provide such other information, including a written report, requested by Customer. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of 18 will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these requirements shall not, in itself, absolve Company of liability in the event of an unauthorized disclosure of Pupil Records.

G. Retention and Destruction of Pupil Records. Company certifies that Pupil Records shall not be retained or available to Company upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Company shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Company shall return all Pupil Records to Customer in a format acceptable to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all Pupil Records. Company shall not destroy any Pupil Records without express written permission of Customer. Company shall comply with any litigation hold or order to preserve Pupil Records.

H. Compliance with Applicable Laws. The Customer and Company will jointly ensure compliance with the Federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable Customer Board policies. The parties acknowledge and agree that the Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including FERPA, and that Company is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Company shall comply with all Federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Company; the services being provided by Company; Company's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 et seq., the Children's Online Privacy

Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Company certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records, and Company will comply with all such requirements.

I. Prohibition on Targeted Advertising. Company shall not use PII in Pupil Records to engage in targeted advertising.

5. All of the remaining terms of Addendum No. 1 to School Messenger ASP Plus Terms of Service and ASP Plus Privacy Policy are hereby incorporated by reference into Addendum No. 3 as if fully setout herein.

There are no other changes.

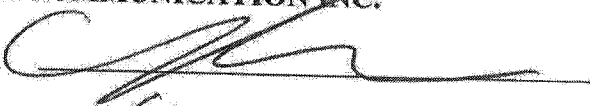
IN WITNESS WHEREOF, the Parties hereto have entered in to this Addendum No. 3 as of the Effective Date.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

RELIANCE COMMUNICATION INC.

By: 

Title: SENIOR VICE PRESIDENT

EXHIBIT A

(Purchase Order No. _____)