

AGREEMENT FOR SCHEDULED SERVICES – CORE DATA COLLABORATIVE

DATE: 05-15-2016

PARTNERING EDUCATION AGENCY: Sweetwater Union High School District

ADDRESS: 1130 Fifth Avenue, Chula Vista, CA 91911-2896

BILL TO: 1130 Fifth Avenue, Chula Vista, CA 91911-2896

CONTACT PERSON: Karen Michel, Chief Financial Officer

TELEPHONE: 619-691-5500

SERVICE PROVIDER: CORE Districts

TYPE OF SERVICE: Data analysis, reporting, and professional learning

TOTAL CONTRACT COST: Up to \$156,800 over four years with a cost each year of **\$39,200**

SCHEDULED SERVICES AGREEMENT

THIS SCHEDULED SERVICES AGREEMENT (the "Agreement"), made this July 1, 2016, by and between Sweetwater Union High School District with offices for the transaction of business located at 1130 Fifth Avenue, Chula Vista, CA 91911-2896 (the "Client"), and CORE Districts, a California nonprofit, nonstock corporation with offices located at 1107 9th Street, Suite 500, Sacramento, CA 95814.

IN CONSIDERATION of the mutual promises of the parties hereto and for other good and valuable consideration, the parties agree as follows:

1. Term:

The term of this Agreement shall commence July 1, 2016, and shall terminate on June 30, 2020. Notwithstanding the aforesaid term, CORE Districts shall perform his/her services only to the extent authorized by the Client and/or its designee and in the manner set forth in paragraph 3 of this Agreement, and in no event beyond June 30, 2020 except upon mutual agreement between the parties.

2. Conditions:

The Client shall retain CORE Districts, and CORE Districts shall serve the Client based upon the terms and conditions hereinafter set forth.

3. Services:

CORE Districts and its subcontractors at Education Analytics and VersiFit Technologies shall complete the Scope of Work as outlined in Attachment A.

4. Fees for Services:

CORE Districts shall receive a maximum fee of \$156,800 for the services provided to the Client under this agreement as outlined in Attachment A. The schedule of payment to CORE Districts for services rendered to the Client shall be as described in Attachment A. Payment of all invoices shall be made by the Client within thirty (30) days from the date of each invoice. If the Client has a dispute about an invoice, the Client shall provide written notice of such dispute, including a detailed explanation of the dispute, within fifteen (15) days of the date of such invoice. All amounts invoiced shall be deemed overdue, if, unless disputed by the Client as provided herein, they remain unpaid thirty (30) days after they become due and payable. Overdue invoices shall bear interest at the rate of one percent (1%) per month. The Client shall reimburse CORE Districts for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

5. Deliverables Acceptance:

Unless otherwise stated in the Statement of Work (set forth in Attachment A), the Client shall advise CORE Districts in writing within thirty (30) days of receipt of a deliverable whether the Client accepts or rejects such deliverable. In the event that the Client does not respond in writing within such thirty (30) day period, then the deliverable shall be deemed accepted. If the Client

rejects a deliverable within the thirty (30) day period, then the Client shall provide to CORE District a written statement of the reasons for such rejection. Upon rejection, CORE Districts shall correct such errors within twenty (20) business days and resubmit the deliverable to the Client for evaluation pursuant to this Section.

6. Termination:

Either party may terminate this Agreement on thirty (30) days written notice, with or without cause. All amounts due for work performed through the date of termination of the Agreement pursuant to the fee schedule set forth in Attachment A shall be due and payable by the Client within thirty (30) days from the date of termination.

7. Relationship Between the Parties:

CORE Districts and/or CORE Districts' representatives acknowledge that they will not hold themselves out as employees of the Client. CORE Districts and/or CORE Districts' representatives are retained by the Client only for the purposes and to the extent set forth in this Agreement, and their relationship to the Client shall, during the periods of service hereunder, be that of an independent contractor. CORE Districts and/or CORE Districts' representatives shall not be considered as having employee status and shall not be entitled to participate in any of its workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, the relationship between CORE Districts and/or CORE Districts' representatives and the Client shall not be construed to create a principal-agent relationship, or partnership or joint venture.

8. Defense and Indemnification:

The Client agrees to indemnify and hold harmless CORE Districts from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Client arising out of or in connection with the provisions of this Agreement and any actual or alleged infringement of a third parties intellectual property. CORE Districts agrees to indemnify, hold harmless and defend the Client from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of CORE Districts arising out of or in connection with the provisions of this agreement and any actual or alleged infringement of a third parties intellectual property.

9. Ownership:

- a) The Client acknowledges and agrees that CORE Districts shall remain the sole and exclusive owner of all right, title and interest in and to CORE District's Existing Technology and Intellectual Property (defined below). The Client acknowledges that it acquires no rights under this Agreement to CORE District's Existing Technology and Intellectual Property other than the limited rights specifically granted in this Agreement.
- b) The parties agree that performance hereunder may result in the development of new concepts, methods, techniques, processes, adaptations and ideas which may be embedded in the deliverables set forth in Attachment A ("New Intellectual Property") and agree that any New Intellectual Property shall be the property of CORE Districts. The CORE Districts

hereby grants to the Client a royalty-free, nonexclusive right and license to use, reproduce and distribute the New Intellectual Property for the purposes of the Client's internal purposes only.

- c) To the extent that any of CORE Districts' Existing Technology is included in the deliverables, CORE Districts hereby grants to the Client a royalty-free, nonexclusive license to use, reproduce and distribute the Existing Technology during the term of this Agreement solely as part of the deliverables and for internal purposes only. If, however, the Client desires to use a deliverable for educational or research purposes and such deliverable contains Existing Technology, the Client shall furnish CORE Districts with a written statement outlining such proposed use along with a request for approval no less than sixty (60) days in advance of such proposed use. CORE Districts shall have thirty (30) days from the date that such request was received to grant or refuse such request.
- d) The Client may not (i) disassemble, decompile or reverse engineer CORE Districts' Existing Technology and Intellectual Property, (ii) use CORE Districts' Existing Technology and Intellectual Property in any manner outside the scope of this Agreement, or (iii) perform or permit sublicensing or other distribution of CORE Districts' Existing Technology and Intellectual Property in any form.
- e) Definitions.
 - (i) The term "Existing Technology" shall mean any CORE Districts tool (or the tools of CORE Districts' subcontractors), such as Value-Added Analytics, which may (or may not) have copyright, patent and/or trade secret rights.
 - (ii) The term "Intellectual Property" shall mean any invention, discovery, improvement, copyrightable work, trademark, trade secret, and know-how and related rights of CORE Districts (or that of the CORE District's subcontractors). The term "Intellectual Property" shall include, but not be limited to, individual or multimedia works, records of confidential information, data, instructional materials, tests, or research findings. Intellectual Property may exist in a written or electronic form, and may be in the form of text, multimedia, computer programs, spreadsheets, formatted fields in records or forms within files, databases, graphics, digital images, video and audio recordings, live video or audio broadcasts, slides, charts, or other visual/audio aids.
 - (iii) The term "New Intellectual Property" has the meaning described in paragraph 9(b) above.

10. Nondisclosure:

- a) Unless expressly authorized in writing by the other party, each party agrees to retain the other party's Confidential Information (defined below) in confidence and will not copy or disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as permitted by the other party. Each party agrees to protect the other party's Confidential Information disclosed to it to the same extent and in the same manner that it would protect its own Confidential Information,

but in no event shall such efforts fall below a level of reasonable care. Confidential Information of one party may only be disclosed to the other party's employees and then, only to the extent that such employees have a specific need to know of the Confidential Information. Before receiving any part of the other party's Confidential Information, each party's employees will be required to read this Agreement and acknowledge and agree to abide by their employer's obligations hereunder.

- b) Each party will notify the other party promptly upon discovery of the loss of any item containing the other party's Confidential Information and of any circumstances of which it has knowledge surrounding any unauthorized possession, use or knowledge of the other party's Confidential Information.
- c) Notwithstanding any other provision of this Agreement, each party acknowledges that Confidential Information will not be deemed to include any information which:
 - i) Is or becomes publicly known through no wrongful act of a party;
 - ii) Is lawfully and without breach of any agreement, in a party's possession other than from disclosure by the other party;
 - iii) Was independently developed by a party without breach of this Agreement.
- d) Each party will be relieved of its obligation hereunder if and to the extent that Confidential Information:
 - i) Is disclosed pursuant to the lawful requirement of a Governmental Agency, or disclosure is required by operation of law; or
 - ii) Is explicitly approved for release by written authorization by the other party.
- e) No license, express or implied, in the Confidential Information of one party shall be granted to the other party other than to use the information in the manner and to the extent authorized by this Agreement.
- f) Notwithstanding termination of this Agreement, each party's duty to protect the other party's Confidential Information will remain in full force and effect until such information is no longer Confidential Information. The obligations of each party under this paragraph 10 shall survive the termination of this Agreement.
- g) The term "Confidential Information" shall mean any proprietary business or technical information disclosed by one party to the other party in relation to this Agreement. CORE Districts' Existing Technology and Intellectual Property shall conclusively be deemed to be Confidential Information.

11. Miscellaneous:

- a) Any alteration, change, addition, deletion, or modification of any of the provisions of this Agreement or any right either party has under this Agreement must be made by mutual assent of the parties in writing and signed by both parties.
- b) This Agreement shall be governed by the laws of the State of California. Any dispute with respect to this Agreement is subject to the laws of California, venue in Sacramento County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- c) Entire Agreement. This Agreement constitutes the full and complete agreement between CORE Districts and the Client, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. Where there are terms that exist both in the services agreement and the attached agreements, the terms of the Data Use Agreement (Attachment B) supersede the Scheduled Services Agreement, and the Joinder (Attachment E) supersedes both the Data Use Agreement (Attachment B) and the Scheduled Services Agreement.
- d) Dispute Resolution. In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.
- e) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- f) Assignment. Neither party may assign its interests in this Agreement without the prior written consent of the other party; provided, however, such party's consent shall not be unreasonably withheld.
- g) No Waiver. Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of the Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
- h) Notice. Unless otherwise specifically provided in this Agreement, all notices and other communications required or permitted to be given hereunder shall be in writing, directed or addressed to the respective addresses of the parties set forth below, and shall be either (i) delivered by hand, (ii) delivered by an internationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of overnight delivery service; when

received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received.

If to the Client: Sweetwater Union High School District
Karen Michel, Chief Financial Officer
1130 Fifth Avenue, Chula Vista, CA 91911-2896

If to CORE Districts: CORE Districts
1107 9th Street, Suite 500
Sacramento, California 95814

- i) Force Majeure. CORE Districts shall not be liable for damages for failure to perform hereunder if such delay or default in performance is caused by conditions beyond its control, including, but not limited to, natural disasters, pandemic illnesses or other Acts of God, Government restrictions, wars or other major upheavals, and/or any other cause beyond CORE Districts' reasonable control; provided, that as a condition to the claim of nonliability, CORE Districts shall give the Client prompt written notice following the occurrence of such an event.
- j) The undersigned representative of CORE Districts hereby represents and warrants that the undersigned is an officer, director or agent of CORE Districts with full legal rights, power and authority to enter into this Agreement on behalf of CORE Districts and to bind CORE Districts with respect to the obligations enforceable against CORE Districts in accordance with the terms contained herein.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and fully understand the foregoing Agreement and further, that they agree to each of the terms and conditions contained herein.

CLIENT:

Dated:

Karen Janney, Ed.D.
Superintendent, SUHSD

CORE DISTRICTS

Dated:


Rick Michel
Executive Director

ATTACHMENT A

Statement of Work and Fee Schedule

Except as explicitly described below and/or as adjusted during implementation through consultation with the client, CORE Districts and its subcontractors at Education Analytics (EA) and VersiFit Technologies (VF) will provide the following:

- **Annual Multi-Metric School and LEA Data Dashboards with Performance Benchmarked against Peers across California:** A comprehensive, multi-metric dashboard of results at the school and LEA levels, including the follow results for each indicator, will be provided each school year –
 - Current performance
 - Historic performance and trends over time, where data are available
 - Index level, where available (on a scale from 1 to 10 based upon baseline performance across the CORE Districts)
 - Comparison with the LEA results (for school level reports)
 - Comparison with the Partnering Education Level
 - Comparison with the CORE Data Collaborative Network
 - Subgroup performance for all of the major subgroups (e.g., English Learners, Racial/Ethnic Subgroups, Students with Disabilities, Socio-Economically Disadvantaged Youth, Foster Youth, Homeless Youth) where data are available
- **Included metrics:** Academic Achievement, Academic Growth, High School Readiness, Graduation, Chronic Absence, Suspension Rates, English Learner Re-Designation Rates, Special Education Disproportionality
- **Access to additional metrics as they become available:** The data collaborative may begin to produce additional metrics (e.g., a college readiness indicator); if the education provides the underlying ingredients for such data, results will be provided back to the education agency at no additional charge
- **Optional metrics** (if collected and provided to CORE Districts): Social Emotional Skills, Student/Staff/Family Climate Surveys based upon the CORE District surveys

Dynamic Reporting and Opportunities for Deeper Analysis using the EdVantage platform: Based upon the users and user rights provided by the client, educators will have access to view and analyze reports and data in VF's EdVantage platform (e.g., drilling down, filtering, extracting data and graphs).¹

¹ VersiFit Technologies, LLC, is a privately held, K-12 Education Systems Integration & Software Development Company, with headquarters in Appleton, Wisconsin. VersiFit is one of only a handful of U.S. companies that has successfully focused on K-12 Education Business Intelligence and Data Warehousing for 14 years and has implemented solutions that have allowed them to compete nationally. VersiFit's mission is to provide the best, most up-to-date data warehousing and business intelligence solutions to markets. The company focuses on educational agencies of all sizes, from state agencies to large urban LEAs to mid-sized urban/suburban LEAs and remotely located micro-LEAs. VersiFit has successfully implemented our solution in each of these categories, from the Hawaii Department of Education to Chicago Public Schools to Portland Public Schools (Oregon). VersiFit has over 500,000 hours experience building and implementing educational data management systems. Most VersiFit resources have at least 6 years' experience; many have over 10 years' experience. VersiFit currently has 35 full-time employees.

Strategic Analytics by our Partners at Education Analytics²: In partnership with Education Analytics and in consultation with participating education agencies, CORE will conduct strategic analytics to explore patterns, identify trends, develop additional indicators, and identify outlier schools that can potentially serve as exemplars. Findings will be shared with all members of the CORE Data Collaborative.

Participation in the CORE – Policy Analysis for California Education (PACE) Research Collaborative: Participating education agencies will become part of the CORE-PACE research collaborative with opportunities to engage in and learn from research on the quantitative data in the CORE data system, and qualitative “deep dive” studies into policy and practice. Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California’s education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from California’s leading universities and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

Twice Annual Professional Learning Sessions for Teams of Up to Five People: CORE Districts will host two in person convenings each year (one in the Fall and one in the Spring) for up to five people from each Partnering Education Agency. Each convening will be a full day. Client will be responsible for all travel costs. CORE Districts will provide the venue, meals during the day, and general session facilitation.

Additional Professional/Peer Learning Opportunities: CORE Districts will offer additional professional learning opportunities, such as webinars. Such opportunities will be made available to participants in the CORE Data Collaborative.

Role of the Client as the Partnering Education Agency

Each client is considered a partnering education agency (PEA). A PEA is defined as the entity serving as the primary contact, decision-maker and provider of data to the CORE Data Collaborative. For any given data component, only one file per PEA will be permitted. For instance, if a PEA is acting on behalf of multiple sub-entities (e.g., school districts in a county, charter management organizations in a network), the PEA must supply a combined PEA-wide student level file on behalf of all of the sub-entities. Similarly, permitted users and security rules must be supplied and maintained by the PEA.

To execute its responsibilities, each PEA will engage in the following:

² Education Analytics is a 501(c)(3) non-profit organization headquartered in Madison, WI and employs 25 staff members including economists, data programmers, policy analysts, and support staff. Their deeply knowledgeable and experienced team provides clients and partners with multiple core services, including student growth metrics, education policy, and technical assistance. They not only offer a full range of education analytics knowledge to our partners to support new systems, but also strive to co-build each system with stakeholders to match the available data and meet the desired policy requirements.

- **Data use agreement:** Participating PEAs and any Local Education Agencies within a PEA will sign a standardized data use agreement (see Attachment B) permitting the secure sharing of student level data with CORE Districts and our research, analytical and reporting partners.
- **Data submission:** Participating LEAs will annually submit data (see elements in Attachment C) according to a prescribed set of parameters and formats to be provided to the PEA.
- **Personnel for data and user management:** At minimum, each participating PEA will identify a organizational leader to serve as point for this partnership (e.g., the top research/data person in the PEA), a contact for data submission (e.g., a data analyst at the PEA level) and a contact for submission/management of the PEA’s approved users of the data and reports (e.g., an individual from IT with knowledge of the PEA’s users and permission rules and infrastructure).
- **Participation in professional learning sessions:** Participation in our in person convenings is an important part of the foundation and philosophy of CORE Districts; namely, that we learn and improve best through collaboration, which is why we have made these twice annual convenings a component of the CORE Data Collaborative.

Fee Schedule

The annual fee schedule is as follows:

- \$28,000 per Partnering Education Agency for data collection, analysis and reporting PLUS
- \$0.28 per student for professional learning support

Number of Students in the PEA	Annual Cost for a PEA of this Size
1,000	\$ 28,280
5,000	\$ 29,400
10,000	\$ 30,800
15,000	\$ 32,200
20,000	\$ 33,600
25,000	\$ 35,000
30,000	\$ 36,400
40,000	\$ 39,200
50,000	\$ 42,000
75,000	\$ 49,000
100,000	\$ 56,000

Payment will be made in two parts:

- *Half of annual payment will be due on or before August 30 of each year: \$19,600*
- *Half of annual payment will be due on or before February 30 of each year: \$19,600*

Optional Services

Participating education agencies may optionally participate in survey administration with the support of CORE Districts' partners at Panorama Education.

The cost for these services is \$1.60 per enrollee in the education agency in question for online student, staff, and family survey programs for the education agency, including survey administration and reporting.

Specifically the agency will receive the following services:

- Online administration and reporting relating to the CORE Survey, of student SEL and/or culture-climate surveys.
- Online administration and reporting relating to the CORE Survey, of teacher reports on students (optional).
- Online administration and reporting relating to the CORE Survey, of staff culture-climate survey
- Online administration and reporting relating to the CORE Survey, of family culture-climate survey.
- Addition of custom questions at the end of the surveys relating to the CORE waiver. (Custom questions may be free response or multiple choice; multiple choice items will be scored using the same metric as the main survey items).
- Raw extracts of the responses to Contractor's analytical partners, relating to the CORE waiver.

In addition, Contractor shall provide education agency with access to and use of its Panorama online-hosted software-as-a-service, which shall provide the features and functionalities detailed below, and in conformity the terms and conditions of this Agreement.

The Panorama Platform includes the following key features and functionality

- Education agency students, parents, and staff will have access to Panorama's online platform, with access controlled by their role and site.
- Students may complete surveys and social-emotional learning assessments online by logging in with their student ID numbers
- Staff members may complete surveys online using a unique link assigned to their school
- Families may complete surveys online using a unique link assigned to their schools
- Education agency staff may download PDFs of paper survey forms from Panorama for printing and distribution to families, and staff may upload PDF scans of completed survey forms to Panorama for processing
- Student and family surveys will be available in multiple languages.
- Education agency administrative staff will be able to administer teacher assessments of student social-emotional learning, if desired
- Education agency administrative staff will be able to upload student roster and performance data into Panorama for analytic purposes.
- Authorized education agency employees will have access to Panorama's reporting and analytics tools. Panorama's analytics tools allow users to view and analyze survey results; Panorama reports are available online and as printable PDFs. Key features include overall summary reports, detailed item-by-item reports, subgroup reports, and cross-school comparisons.

- Panorama includes sophisticated role-based access controls to ensure that each user can only access the appropriate data, and data for the appropriate site(s).
- Panorama integrates with Google Apps so that Districts users can authenticate using their Google Apps for Education (GAFE) accounts.

Our PEA:

 Elects to participate in these optional services.

- *If checked, how students are enrolled in the education agency?* _____
- *Total addition cost per year = \$1.60 X _____ [enrollees] = _____*

 X *Declines these optional services*

Dated:

Karen Janney, Ed.D.
Superintendent, SUHSD

ATTACHMENT D: AGENCY-SPECIFIC AGREEMENTS

In Re E. CORE DISTRICT RESPONSIBILITIES

SUHSD shall designate the following person(s) as authorized representatives for the making agency-specific agreements about the use of these data beyond the parameters articulated in the Data Use Agreement:

Name Dan Winters
Title Director Research and Evaluation

Name David Delcalzada
Title Director Information Technology

Name Francisco Tamayo
Title Digital Security and Privacy Coordinator

Attachment E

Joinder Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of ____ July 1, 2016 _____ by and among the undersigned Sweetwater Union High School District (hereinafter referred to as SUHSD), whose address is listed on the signature page hereto, and the parties to that certain Scheduled Services Agreement and Data Use and Confidentiality Agreement dated ____ July 1 _____, 2016 ("the Data Use Agreement")

SUHSD hereby agrees that upon execution of this Joinder, SUHSD shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter. Where terms and conditions in the Scheduled Services Agreement, Joinder and the Data Use Agreement are or could be interpreted as inconsistent, the language in the Joinder will prevail.

Specifically:

A. Data Sharing:

- 1) Confidentiality. In addition to the provisions of Section 10 (Non-Disclosure) of the Scheduled Services Agreement:
 - a) Injunctive Relief. Because monetary damages may not be sufficient to remedy a violation of the provisions of this section, District shall be entitled, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, to seek whatever injunctive or other equitable relief it may deem appropriate.
- 2) Privacy and Collection of District Data.
 - a) Compliance with Law. Parties each represent and warrant that it, and its officials, agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU. Each

party agrees that it will comply with such provisions and take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. Parties acknowledges that Pupil Records must be protected and will take all legally required actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of Pupil Records. Parties will identify those employees and subcontractors who will have access to Pupil Records and ensure such individuals receive appropriate instructions as to how to comply with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Parties warrant that all Pupil Records will be encrypted in transmission using a minimum of 128 bit AES encryption. In addition, Parties will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement. The parties agree that the commitments agreed to in this section are to ensure compliance with California Education Code Section 49073.1. If either party experiences an unauthorized acquisition or release of the other party's student education records, the Disclosing Party shall take reasonable steps to immediately limit and mitigate such breach, including immediately notifying the other party. If required by law, the District to whom the students attend will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release.

- b) Sharing of District Data. Neither party will share the other parties' data with or disclose it to any third party except (i) as directed by the other party or their users, (ii) as required by applicable law. When either party believes that any disclosure is required by applicable law, it shall promptly notify the other party prior to the disclosure and give the other party a reasonable opportunity to object to the disclosure.
 - c) Storage and Process. Parties will store and process Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.
- 3) Right to Correct. Parties both acknowledge and will facilitate a parent, legal guardian, or student who has reached 18 years of age right to review personally identifiable information in the student's education records and correct erroneous information by serving a written request for access or description of the erroneous information and written request for correction, and upon request, such information as is reasonably requested to respond to the request. While the student's District is responsible for correcting all such erroneous information, the other party agrees to fully cooperate with student's District to make such corrections.

B. Termination: Attachment B, Data Use Agreement, (F.1.a.), is modified to include the following sentence following existing language: CORE will notice the District of its allegation that the District has materially breached this Agreement, and provide District a period of 30 days to cure said breach, prior to immediately terminating this Agreement.

SUHSD

Signature: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____