

**CONTRACT NAME: ADDENDUM BETWEEN SCHOOL INNOVATIONS & ACHIEVEMENT, INC. AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is an addendum to a Services Agreement between School Innovations & Achievement, Inc. and Davis Joint Unified School District which was approved on September 15, 2016.

The original agreement provides access to online software attendance analysis reports tracking student attendance and generating attendance and truancy letters for parents or guardians. This addendum provides software for aggregate level reporting.

There is no additional cost to the District.



**ADDENDUM TO  
ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT  
Between  
SCHOOL INNOVATIONS & ACHIEVEMENT, INC.  
And  
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

THIS ADDENDUM TO ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT (“Addendum”) is entered into this 1st day of December, 2016, by and between Davis Joint Unified School District (“District”), and School Innovations & Achievement, Inc., a California corporation (“SI&A”), each being a “Party” and collectively the “Parties.”

**WITNESSETH**

WHEREAS, the Parties have previously entered into an Attention2Attendance® (A2A) Software & Services Agreement effective September 16, 2016 (“Agreement”); and

WHEREAS, the Parties desire to amend Section 3.7 of the Agreement to include the additional Software and Services as outlined below;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. Additional Software and Services.

SI&A will provide additional aggregate level reporting for the following data elements:

- a) English Language Learner;
- b) Free & Reduced Lunch Status; and
- c) Foster Care.

Section 3.7(a) of the Agreement is hereby amended and restated as follows:

- a) (i) SI&A will install and configure the Software, including, but not limited to, the ROBOT, remotely. SI&A will only use commercially accepted practices to access District’s data environment to install and configure interfacing applications between the Software, including, but not limited to, the ROBOT, and District’s Student

Information System. A list of data elements that the ROBOT will pull as part of the Services is attached to this Agreement as Exhibit F.

Section 3.7(a) of the Agreement, as amended and restated by this Addendum, incorporates Exhibit F, as attached to this Addendum.

2. There is no fee for this additional service.
3. In the event any provisions of this Addendum conflict with the provisions of the Agreement, the provisions of this Addendum shall control.
4. The Parties to this Addendum hereby agree and acknowledge that the execution of this Addendum renders this Addendum and the Agreement subject to the provisions of California Education Code Section 490731 by operation of Section 490731(e) beginning on the Effective Date. Therefore, to comply with Section 490731, the Parties to this Addendum hereby incorporate the attached Exhibit E entitled "Procedures for Compliance with California Education Code Sections 49073 et seq. and Related Statutes" into the Addendum and into the Agreement as if fully set forth herein.
5. Family Educational Rights and Privacy Act ("FERPA"); California Education Code. SI&A may have limited access to student data or information only for purposes of providing the services specified in the Agreement. SI&A performs the Services as an independent contractor of District. SI&A, its officers and employees, shall comply at all times with the Family Educational Rights and Privacy Act and, for any California District, California Education Code sections 49073 et seq. and/or sections 76240 et seq., as applicable. Further to the requirements of California Education Code section 49073.1, as applicable, SI&A and District agree that (a) any and all "Pupil records" (as that term is defined in Education Code section 49073.1 and hereinafter referred to as "Pupil Records") disclosed or transmitted to SI&A remain the property of District and under the control of District; (b) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District or any information in those pupil records for any purpose other than those required or specifically permitted by the Agreement; (c) SI&A shall not disclose any Pupil Records disclosed or transmitted to SI&A by District to any third party; (d) SI&A shall dispose of the Pupil Records; and (e) SI&A shall not use any Pupil Records disclosed or transmitted to SI&A by District to engage in targeted advertising. The procedures (a) created by District to comply with the requirements of Education Code section 49073.1 and (b) used by SI&A to ensure the security and confidentiality of Pupil records are listed or referenced in Exhibit E to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data and "Deidentified information" (as defined in Education Code section 499703.1) for any purpose allowed by law. As set forth in the Standard Terms and Conditions, District and SI&A shall cooperate to preserve the confidentiality of District Data as mandated by applicable federal and state law.
6. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. This Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.

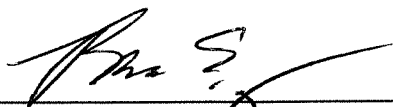
7. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have affixed their hands effective as of the day and year first written above.

**SCHOOL INNOVATIONS &  
ACHIEVEMENT, INC.**

**DAVIS JOINT UNIFIED SCHOOL  
DISTRICT**

By 

By 

Date November 21, 2016

Date December 1, 2016

Name Jeffrey C. Williams

Name Bruce E. Colby

Title Chief Executive Officer

Title Chief Business & Operations  
Officer

## **EXHIBIT E**

### PROCEDURES FOR COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 49073 ET SEQ. AND RELATED STATUTES

<b>Statutory Provision</b>	<b>Procedure and/or Contractual Provision</b>
California Education Code § 49073.1(b)(1): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: (1) A statement that pupil records continue to be the property of and under the control of the local educational agency.”	See Agreement, Section 5(a).
California Education Code § 49073.1(b)(2): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (2) Notwithstanding paragraph (1), a description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.”	The services and software provided under this Agreement do not include any pupil-generated content.
California Education Code § 49073.1(b)(3): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (3) A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.”	See Agreement, Section 5(b).
California Education Code § 49073.1(b)(4): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . . (4) A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.”	If a pupil or parent/guardian wants to review information and correct any erroneous information, the following process can occur:  <ol style="list-style-type: none"><li>1. Parent, legal guardian, or eligible pupil may submit a request to District to run a Student Detail report using the District's defined request procedures.</li><li>2. The Student Detail Report can be run in the A2A UI by a District representative for delivery to parent, legal guardian, or eligible pupil.</li><li>3. Any corrections the parent, legal guardian, or eligible pupil wishes to make may be conveyed in writing to the District representative who runs the Student Detail Report.</li><li>4. The District representative who runs the Student Detail Report will update</li></ol>

	<p>information in their Student Information System, which will be transferred into A2A, or update information directly in A2A if applicable.</p>
<p>California Education Code § 49073.1(b)(5): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(5) A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records. Compliance with this requirement shall not, in itself, absolve the third party of liability in the event of an unauthorized disclosure of pupil records.”</p>	<p>SI&amp;A will:</p> <ol style="list-style-type: none"> <li>Only allow database to database connectivity to ensure all student information is always maintained in an audited database format</li> <li>Conduct monthly reviews of user access to databases</li> <li>Conduct annual training on student data security for all SI&amp;A employees. Training material is available to district upon request.</li> <li>Provide access to all notification letters on secure SFTP site.</li> <li>Designate the Director of Technology as the responsible individual for maintaining the security of student data.</li> </ol>
<p>California Education Code § 49073.1(b)(6): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(6) A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.”</p>	<p>SI&amp;A’s notification to the District D2D contact noted in Exhibit B by the District in writing to SI&amp;A will include the following components:</p> <ol style="list-style-type: none"> <li>Date of unauthorized disclosure</li> <li>Description of disclosure</li> <li>Description of root cause of the disclosure and what changes are being made to prevent future such issues.</li> </ol>
<p>California Education Code § 49073.1(b)(7): “A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(7)(A) A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (B) The requirements provided in subparagraph (A) shall not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content pursuant to paragraph (2).”</p>	<p>An aggregated copy of the districts performance during the time of the contract will be maintained within a reporting database. This is for district comparison purposes and does not contain any student identifiable information</p> <p>PROCEDURE:</p> <ol style="list-style-type: none"> <li>All current student data will be anonymized and a unique SIA student ID code will be assigned to each student. The code will not contain any identifiable information. This will be applied for current year and prior year information.</li> <li>All tape backups with district information will be recalled and un-archived. The</li> </ol>

	<p>same scrubbing routine will be applied.</p> <ol style="list-style-type: none"> <li>3. Process will be completed within 120 days from contract completion.</li> <li>4. No outside vendor or individuals will participate in the process.</li> <li>5. A certified letter will be mailed to the District with a list of all activities completed.</li> <li>6. Enforcement of SI&amp;A's certification that the above activities have been complete will be accomplished by audit reviews of the activities by the VP of IT.</li> </ol>
<p>California Education Code § 49073.1(b)(8): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(8) A description of how the local educational agency and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g)."</p>	<p>For purposes of the federal Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), SI&amp;A is considered to be a school official under Section 1232g(b)(1)(A), whose access to student data under this Agreement is in pursuit of SI&amp;A's legitimate educational interests in performing the services set forth under this Agreement.</p>
<p>California Education Code § 49073.1(b)(9): "A local educational agency that enters into a contract with a third party for purposes of subdivision (a) shall ensure the contract contains all of the following: . . .</p> <p>(9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising."</p>	<p>See Agreement, Section 5(e).</p>

## EXHIBIT F

The following data elements will be used to track and report on attendance. Each Student Information System database is different; some additional values may need to be used to create the necessary database joins to connect these values correctly.

1. State Student ID
2. District Student ID
3. Student Information System Student ID
4. Date of Birth
5. Grade
6. Gender
7. Ethnicity
8. City
9. State
10. Zip
11. School Site Code
12. Correspondence Language
13. Enrollment Status
14. Enrollment Start date
15. Enrollment Exit date
16. Hispanic Flag
17. Federal Race Codes
18. Language Fluency
19. Course Schedules
20. ELD Status
21. Attendance Date
22. Attendance Track
23. Attendance Period
24. Attendance Code

Accept    Decline

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### OPTIONAL IN-DEPTH REPORTING

Additional reporting is available but requires SI&A to pull **additional fields**. Please check any of the additional data elements below you would like SI&A to pull for aggregate level reporting purposes only.

- ☒ English Language Learner
- ☒ Free & Reduced Lunch Status
- ☒ Foster Care

#### **CALIFORNIA CONTRACTS ONLY:**

If District chooses to have SI&A pull the Foster Care data element, to the extent required to secure the Foster Care data element, District designates SI&A as a "designee" authorized to review juvenile court files under California Welfare & Institutions Code Section 827.