

CONFIDENTIAL DATA EXCHANGE AGREEMENT

ORIGINAL

This agreement ("Agreement") is entered into by and between the Salinas City Elementary School District ("District"), iResult, LLC ("iResult"), the Monterey County Office of Education ("MCOE"), and the Monterey County Department of Social Services ("Department of Social Services") for the purpose of sharing information between the parties in a manner consistent with controlling law, including but not limited to the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA") and California law (Ed. Code § 49060 et seq.).

I. PARTIES. The District is a local educational authority authorized to maintain student records subject to FERPA and the Education Code. The Department of Social Services is a county placing agency under Education Code section 49061, subdivision (f). The MCOE, the Department of Social Services, and iResult desire to use data from or relating to the District's student records (referred to as "Confidential Information"), including personally identifiable information from student records, for the purpose of analyzing how foster students are performing in their educational placement in the District's schools and the overall effectiveness of the District's educational programs for foster youth.

II. AUTHORIZED REPRESENTATIVES. Pursuant to Section 99.35 of Title 34 of the Code of Federal Regulations, Education Code section 49076, subdivision (a)(1)(B), and Education Code section 49076, subdivision (a)(1)(K), the District designates the MCOE, iResult, and the Department of Social Services as its authorized representatives for the purpose of this Agreement.

III. PERSONALLY IDENTIFIABLE INFORMATION. The Confidential Information to be disclosed to the MCOE, the Department of Social Services, and iResult (collectively referred to as "authorized representatives") will consist of the following:

- (1) Attendance
 - a. STUDENTID
 - b. SCHOOLID
 - c. ATIENDANCE_CODEID
 - d. ATIENDANCE_DESCRIPTION
 - e. ATIENDANCE_DATE
- (2) Courses
 - a. SCHOOL_COURSE_ID
 - b. COURSE_NAME
 - c. COURSE_DESCRIPTION
 - d. DEPT
 - e. COURSE_TYPE
- (3) INTERVENTIONS
 - a. STUDENT_ID
 - b. INTERVENTION_NAME
 - c. INTERVENTION_DATE

- (4) Discipline
 - a. STUDENTID
 - b. INCIDENT_DATE
 - c. INCIDENT_TITLE
 - d. INCIDENT_MODIFIED
- (S) Exams
 - a. TESTID
 - b. TESTNAME
 - c. TESTTYPE
 - d. TESTSCORE
 - e. STUDENTID
 - f. SCHOOLID
 - g. TESTDATE
- (6) GPA
 - a. STUDENTID
 - b. SCHOOLID
 - c. GPA
 - d. GPA_METHOD
 - e. DATE_RANKED
- (7) Rosters
 - a. STUDENTID
 - b. SCHOOLID
 - c. PERIOD
 - d. SCHOOL_COURSE_ID
 - e. TEACHERID
 - f. SECTIONID
 - g. DATEENROLLED
 - h. ACTIVE_FLAG
- (8) Sites
 - a. SCHOOLID
 - b. SCHOOLNAME
 - c. SCHOOLADDRESS
 - d. SCHOOLCITY
 - e. SCHOOLSTATE
 - f. SCHOOLZIP
 - g. ABBREVIATION
 - h. SCHOOL_TYPE
- (9) Students
 - a. SCHOOLID
 - b. STUDENTID
 - c. FIRST_NAME
 - d. LAST_NAME
 - e. PRIMARY_RACE
 - f. GRADE_LEVEL
 - g. SED
 - h. EL
 - i. SPED
 - j. GEN

- DER
- IS_HIS
- PANIC
- k. GPA
- l. SECONDARY_STUDENT_ID
- (10) Teachers
 - a. TEACHERID
 - b.FIRST_NAME
 - c. LAST_NAME
 - d. SCHOOLID
 - e. ACTIVE_FLAG
- (11) Transcripts
 - a. STUDENTID
 - b.GRADE_TERM
 - c. GRADE
 - d. SECTIONID
 - e. SCHOOL_COURSE_ID
 - f. GRADING_PERIOD_DATE
- (12) Graduation Requirement Checks
 - a. STUDENTID
 - b.SCHOOLID
 - c. CHECK_TYPE
 - d. CREDITS_REQUIRED
 - e. CREDITS_RECEIVED
 - f. CREDITS_IN_PROGRESS
 - g. REQUIREMENT_DATE

IV. PURPOSE. The purpose for which the Confidential Information is disclosed to the authorized representatives is to carry out an evaluation of the District's federal and/or state supported education programs. The District and the authorized representatives will use the Confidential Information to evaluate how foster students are performing at the District's schools and the effectiveness of the District's secondary educational programs for foster youth.

V. DESCRIPTION OF ACTIVITY. The MCOE, the Department of Social Services, and iResult will use the Confidential Information In order to ensure the accuracy and effectiveness of educational services for youth residing in Foster Care, data will be used to enhance existing efforts to support Federal and State outcomes for youth in out of home care as mandated by the C-CFSR. (Assembly Bill 636 (Steinberg), Chapter 678, Statutes of 2001, enacted the Child Welfare Services Outcomes and Accountability Act of 2001.)

VI. COMPLIANCE WITH FERPA AND THE EDUCATION CODE. The MCOE, the Department of Social Services, and iResult agree to:

1. In all respects comply with the provisions of FERPA and the Education Code. For purposes of this Agreement, FERPA includes any amendments or other

relevant provisions of federal law, as well as all requirements of Part 99 of Title 34 of the Code of Federal Regulations. The Education Code includes the requirements of sections 49060 et seq. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal or state law or applicable regulations.

2. Use Confidential Information shared under this Agreement only for purposes identified above and authorized pursuant to Sections 99.31 and 99.35 of Title 34 of the Code of Federal Regulations and section 49076 of the Education Code.

3. Limit the disclosure of Confidential Information only to those of its employees to whom disclosure is necessary solely to carry out the purpose identified above.

4. Require all employees to comply with all applicable provisions of FERPA and other federal and state laws with respect to Confidential Information obtained pursuant to this Agreement, and to comply with the terms of this Agreement. The authorized representatives agree to require and maintain an appropriate confidentiality agreement or policy for each of its employees with access to Confidential Information received pursuant to this Agreement.

5. Maintain all Confidential Information obtained pursuant to this Agreement separate from all other data files and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purposes of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data.

6. Not redisclose any Confidential Information obtained pursuant to this Agreement to any party, other than between the parties to this Agreement, absent express written parental consent.

7. Destroy all Confidential Information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained as specified in this Agreement. Nothing in this Agreement authorizes the authorized representatives to maintain data beyond the time period reasonably needed to complete the purposes of this Agreement. All data no longer needed shall be destroyed. Data must be destroyed within seven business days from when the Confidential Information is no longer needed for the purpose for which it was obtained under this Agreement. Data in physical form shall be destroyed by securely shredding the documents containing the Confidential Information. Data in electronic form shall be destroyed by deleting the data stored on the computer's hard drive and deleting all back ups of the data. If the data in electronic form is stored on multiple computers, it must be deleted using these measures on each computer. Data shall be destroyed by the earlier of the following:

- (a) When the data is no longer necessary for the purpose for which it was obtained under this Agreement.
- (b) No more than five years from date the data was originally provided.
- (c) At the termination of this Agreement.

The authorized representative that possessed Confidential Information that was destroyed shall submit to the District on at least an annual basis a document certifying that the Confidential Information has been destroyed and notifying the District which records were destroyed.

8. Within one day of discovery, report to the District in writing any use or disclosure of Confidential Information not authorized by this Agreement. Authorized representatives shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Information used or disclosed; (iii) who was responsible for the unauthorized use or disclosure; (iv) what the authorized representative has done or shall do to mitigate any effect of the unauthorized use or disclosure; and (v) what corrective action the authorized representative has taken or shall take to prevent future similar unauthorized use or disclosure.

VII. MUTUAL INDEMNITY. Each party shall indemnify, defend, and hold harmless the other parties, their officers, board members, agents, employees, volunteers and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgments, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of, or are connected to, the indemnifying party's action or inaction related to this Agreement.

VIII. ASSIGNMENT. No party shall assign this Agreement nor the rights or duties under this Agreement without the prior written consent of both parties.

IX. AUTHORIZATION. Each party represents to the other that (a) such party is authorized to enter into and perform its obligations under this Agreement and (b) this Agreement is valid, binding, and enforceable against such party.

X. TERM. This Agreement takes effect upon signature by the designated official of each party and shall terminate on June 30, 2017. This Agreement may be extended with the written approval of the parties. Such approval shall be given no more than 60 days and not less than 30 days prior to the termination date.

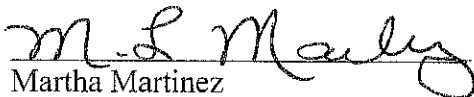
XI. SEVERABILITY. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.

XII. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument.

XIII. GOVERNING LAW AND VENUE. This Agreement and the legal relations between the parties shall be governed by and construed according to California law. Any action to enforce this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Monterey County, California.

Entered into this _____ day of _____, 2015.

Salinas City Elementary School District:


Martha Martinez

District Superintendent
Title

Monterey County Office of Education:

Garry P. Bousum

Associate Superintendent
Title

Monterey County Department of Social Services:

Elliott Robinson

Director
Title

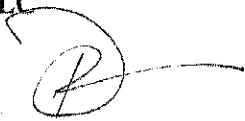
APPROVED AS TO FORM AND LEGALITY


Juan P. Rodriguez

DEPUTY COUNTY CLERK

10/30/15

iResult, LLC

A handwritten signature in black ink, appearing to be 'Dawn Verdick', written over a horizontal line.

Dawn Verdick

Founder & CEO

Title