



DATA SHARING AGREEMENT BETWEEN  
THE CAMPBELL UNION HIGH SCHOOL DISTRICT  
AND  
**ELEMENTARY DISTRICT**  
FOR  
THE DISCLOSURE OF EDUCATION RECORDS

**1. PARTIES**

1.1 The Campbell Union High School District (“Requestor”) is a public school district organized and existing under and pursuant to the constitution and laws of the State of California and with a primary business address at 3235 Union Avenue, San Jose, California 95124. The Requestor governs the following schools: Boynton Continuation High School, Branham High School, Campbell Adult and Community Education, Del Mar High School, Leigh High School, Prospect High School, and Westmont High School.

1.2 The **Elementary District** (“Feeder District”) is a public school district organized and existing under and pursuant to the Constitution and laws of the State of California. Students attending eighth grade at Feeder District schools are within the Requestor’s attendance area and may attend Requestor schools for high school grades.

**2. PURPOSE**

2.1 The purpose of this Data Sharing Agreement (“Agreement”) is to allow the Feeder District to provide the Requestor with personally identifiable information (“PII”) specified in Exhibit A to this Agreement (“Student Data”) without active parent consent, so the Requestor may perform the following institutional services and functions related to student enrollment and transfer procedures:

- a) Communicate about summer bridge opportunities, orientation, and registration procedures with eighth grade students and their families who, by virtue of their residency within the Requestor’s attendance boundary, intend to enroll and are,

therefore, regarded as incoming ninth grade students in the Requestor's schools. Data will be loaded into the communications platform (i.e., SchoolMessenger) for this purpose. These data will be linked to the student information system and will be updated or deleted automatically in the production environment based on changed made to the student information system;

- b) Enroll, register, and schedule incoming ninth grade students into schools and classes;
- c) Enable the provision of English language supports and language proficiency testing for English learners;
- d) Ensure continuity in accommodations for students receiving special education services; and
- e) Facilitate the collection of other information and/or the development of academic support procedures needed to ensure a smooth and efficient transfer of records pertaining to students' enrollment and transfer from Feeder District to Requestor schools.

2.2 This Agreement is meant to ensure that the Requestor adheres to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R Part 99, and California Education Code sections 49060-49085. This Agreement applies to all interactions between the Requestor and the Feeder District.

2.3 Under this Agreement, the Feeder District will disclose to the Requestor PII from student education records without the consent of the educational rights holder. An exception to the consent requirement is provided for in Education Code section 49076(a)(2)(F) for "Officials and employees of private schools or school systems where the pupil is enrolled or intends to enroll, subject to the rights of parents as provided in Section 49068 and in compliance with the requirements in Section 99.34 of Title 34 of the Code of Federal Regulations." Since the Feeder District's eighth grade students are reasonably expected to intend to enroll in the Requestor's schools, the Feeder District is a school system which falls within the exception to the consent requirement set forth in Education Code section 49076(a)(2)(F).

2.4 This Agreement does not necessarily describe the complete nature of all interactions between the Requestor and the Feeder District. Rather, this Agreement pertains to the disclosure of PII from education records only. It is likely that the Feeder District has some other form of written agreement with the Requestor (possibly including, but not limited to, a separate contract or MOU, a license agreement, a subscription agreement, etc.). However, in so far as any other agreement between Requestor and Feeder District pertains to the subject matter of this Agreement, this Agreement takes precedence over any inconsistencies or conflicts with any other agreements.

**3. PROCESS FOR DATA TRANSFER**

Student Data will be transferred via authorized personnel from the Requestor’s and Feeder District’s technology departments. The Requestor will use a cloud-based secure data repository (i.e., Box.net) or SFTP server to create password-secured accounts into which only the Feeder District will upload files and submit data. Feeder District accounts will be unique to each district. Feeder District will allow files to remain in the cloud environment for at least three business days to allow for Requestor to access.

**4. FEEDER DISTRICT DUTIES**

4.1 In accordance with Exhibit A to this Agreement, Feeder District is responsible for uploading files and submitting Student Data into the Requestor’s password-secured accounts. Requestor is responsible for creating and updating passwords annually.

4.2 The Feeder District will provide annual notice of the Data Sharing Agreement to parents/guardians of all eighth grade students. The notice must include the language set forth in Exhibit B and be incorporated into the Feeder District’s notice of rights and responsibilities, which the Feeder District must issue at the beginning of the first semester/quarter of the regular school term in accordance with Education Code Section 48980. No more than one time per school year, the Feeder District may alter or supplement the language used in the Feeder District’s notice of rights and responsibilities if the Requestor and Feeder District mutually agree that the language is consistent with the language set forth in Exhibit B.

4.3 If the effective date of the Agreement occurs after the Feeder District issued, or was required to issue, the notice of rights and responsibilities in accordance with Education Code Section 48980, the Feeder District will provide a special notification to parents/guardians, which sets forth the language in Exhibit B. (For example, for the 2018-2019 school year, the Feeder District must provide parents/guardians with a “Special Notification” under Section 48984, which includes the language set forth in Exhibit B.) The special notification must be provided to parents/guardians by any method normally used by the Feeder District to communicate in writing with parents/guardians, prior to the date on which the Feeder District provides Requestor with any Student Data under the Agreement.

4.4 Feeder District will ensure that Student Data are password protected before is transmitted electronically using SSL (Secure Sockets Layer) (including via web interface) and storing Student Data;

**5. REQUESTOR DUTIES**

5.1 The Requestor will not disclose Student Data to any third party, except for purposes of direct communication and demographic studies, without prior written consent of the parties, or unless authorized or required by law. Requestor will take full responsibility for creating appropriate data-sharing agreements with any third party.

5.2 The Requestor will not use Student Data for any purpose other than that which is described in Paragraph 2 of this Agreement.

5.3 The Requestor will require all employees, contractors and agents who have access to the Student Data to comply with all applicable provisions of FERPA and other federal and California laws.

5.4 The Requestor will designate in writing a single authorized representative able to request and access Student Data. The authorized representative will have been trained in procedures to ensure the security and confidentiality of pupil records. The authorized representative will be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. The Feeder District or its agents may, upon request, review the records required to be kept under this section. The Requestor designates its Director of Instructional Technology and Student Information as its liaison for all communications with the Feeder District regarding the sharing of Student Data under this Agreement.

5.5 The Requestor will restrict access to the Student Data to (i) the person(s) who provide direct services to the Requestor's students and/or (ii) the person(s) within the Requestor's organization who have been tasked with analyzing the Student Data. All persons who are authorized to access the Student Data must agree to abide by the terms set forth in this Agreement by signing the "Campbell Union High School District Affidavit of Nondisclosure," which is Exhibit C to this Agreement. The Requestor shall not, under any circumstances, transfer the ability to access or maintain Student Data under this Agreement to any other institution or entity.

5.6 The Requestor shall maintain all Student Data in a secure computer environment and not copy, email, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of the Student Data, including any modifications or additions to the Student Data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original Student Data. Security precautions the Requestor will use to ensure that persons not authorized to view the data do not gain access to the Student Data include, but are not limited to:

5.6.1 Creating, distributing, and implementing data governance policies and procedures which protect Student Data through appropriate administrative,

technical, and physical security safeguards, and outline staff responsibilities for maintaining data security;

5.6.2 Student data will not be sent via email or stored on any user device beyond the duration required for transfer into the student information system;

5.6.3 Requiring that users be uniquely identified and authenticated before accessing Student Data and network access to information systems;

5.6.4 Establishing and enforcing well-defined data privilege rights, which restrict users' access to the Student Data necessary for them to perform their job functions;

5.6.5 Ensuring that all staff accessing Student Data sign an affidavit of nondisclosure, attached as Exhibit C, and maintain copies of signed affidavits;

5.6.6 Securing access to any physical areas/electronic devices where the Student Data is stored;

5.6.7 Maintaining a firewall to permit or deny network transmissions based upon a set of rules and keep software updates current;

5.6.8 Requestor district computers will be patched with system updates weekly and will have active anti-virus software to protect the systems and network;

5.6.9 Requestor district employees will be required to keep a complex password and change it password every six months. Two-factor authentication will be enforced where possible;

5.6.10 Requestor district shall contract with an external technology security firm to conduct a system penetration audit no less than three times during the years of the agreement. At least one system penetration test will occur during the first year of this agreement.

5.7 The Requestor will maintain a minimum of a \$1 million data breach insurance policy.

5.8 The Requestor will maintain PII in accordance with regulations regarding records retention and destruction, including Code of California Regulations sections 16020-16027.

5.9 Data for students who did not attend a Requestor district school within 30 school days of the start of the school year will be deleted from the production environment of the student information system (i.e., Aeries) and communications platform (i.e., SchoolMessenger) no later than 10 business days thereafter.

## 6. BREACH PROCEDURES

6.1 The following procedures will be followed in the case of a breach of security wherein Student Data may have been compromised:

6.1.1 In addition to any Requestor obligations stated elsewhere in this Agreement, Requestor shall notify the Feeder District in writing as soon as possible, but in no event more than two (2) business days, after Requestor becomes aware of any breach of or security incident involving the Feeder District's Student Data. Requestor shall be deemed to be aware of any breach or security incident as of the first day on which such breach or security incident is known or reasonably should have been known to its officers, employees, agents or subcontractors. Requestor shall identify, within 10 business days, each individual whose Student Data has been, or is reasonably believed by Requestor to have been, accessed, acquired, or disclosed during such breach or security incident. Requestor shall cooperate in good faith with the Feeder District in the investigation of any breach or security incident. The Requestor's written notice to the Feeder District shall include the following:

- a) The name, job title, and contact information of the person reporting the incident;
- b) The name, job title, and contact information of the person who discovered the incident;
- c) Date and time the incident was discovered;
- d) Nature of the incident (e.g., system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records);
- e) A description of the information lost or compromised;
- f) Name of electronic system and possible interconnectivity with other systems;
- g) Storage medium from which information was lost or compromised;
- h) Controls in place to prevent unauthorized use of the lost or compromised information;
- i) Number of individuals potentially affected; and
- j) Whether law enforcement was contacted.

6.1.2 Requestor shall take prompt corrective action to remedy any breach or security incident. Requestor will investigate internal systems, including user access records, administrative settings, security system configurations, malware intrusions, and other potential threats, to isolate the cause of the breach and mitigate, to the extent practicable, any harmful effect of a use or disclosure of

Student Data. Requestor will take any other action required by applicable federal and state laws and regulations pertaining to such breach or security incident.

6.1.3 Requestor will provide written notice to the Feeder District as soon as possible but no later than ten (10) calendar days after discovery of the breach or security incident. The written notice will describe the actions taken by Requestor to mitigate any harmful effect of such breach or security incident and the corrective actions Requestor has taken or shall take to prevent future similar breaches or security incidents. Upon the Feeder District's request, Requestor will also provide to the Feeder District a copy of Requestor's policies and procedures that pertain to the breach or security incident involving the Feeder District's protected information, including procedures for curing any material breach of this Agreement.

6.1.4 Requestor will provide written notice to the affected parties, including parents and students, whose data were compromised, as soon as possible but no later than ten (10) calendar days after discovery of the breach or security incident. The written notice will describe the nature of the data breach, the actions taken by Requestor to mitigate any harmful effect of such breach or security incident, the corrective action Requestor has taken or shall take to prevent future similar breaches or security incidents and any other information required by Civil Code section 1798.29. Upon the Feeder District's request, Requestor will also provide to the Feeder District a copy of Requestor's policies and procedures that pertain to the breach or security incident involving the Feeder District's protected information, including procedures for curing any material breach of this Agreement.

6.1.5 Requestor shall take appropriate security measures to protect the confidentiality, integrity and availability of the Feeder District's Student Data that it creates receives, maintains, or transmits on behalf of the Feeder District and to prevent any use or disclosure of the Feeder District's Student Data other than as provided by the Agreement. Appropriate security measures include the implementation of the best practices as specified by the ISO 27001/2, NIST, or similar security industry guidelines.

6.2 The Requestor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student information constitutes just cause for the Feeder District to immediately terminate this Agreement.

**7. PAYMENT**

No payments will be made under this Agreement by either party.

**8. AUTHORIZATION FOR TRANSFER OF DATA**

8.1 The Feeder District hereby authorizes Requestor to receive the student data according to the schedule outlined in Exhibit A.

8.2 Requestor agrees that Feeder District makes no warranty concerning the accuracy of the Student Data provided.

**9. TERM**

9.1 This Agreement shall be effective on the date the last party signs and shall be for a term of five years, not to exceed July 1, 2023. The Requestor and Feeder District may renew this Agreement through written mutual agreement.

9.2 Either party may terminate this Agreement for any reason at any time upon reasonable notice to the other party. Reasonable notice per this Agreement will refer to a written document signed by the Superintendent of the Feeder District that is transmitted via email, postal service, or by facsimile to the Superintendent of the Requestor, clearly stating a request to terminate this Agreement. Termination of the Agreement will take effect within 30 calendar days of receipt by the Requestor.

**10. NOTICES**

10.1 All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally recognized overnight courier, on the date set forth on the receipt of a facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

10.2 Notices shall be delivered to the following:

Campbell Union High School District  
Attention: Rick Alva

Director of Instructional Technology and Student Information  
3235 Union Ave.  
San Jose, CA 95124

**FEEDER DISTRICT:**  
**Attention:**

## 11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.

11.2 Amendment. Modifications to this Agreement must be in writing and be signed by each party.

11.3 Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of California. The parties agree that any judicial proceedings filed by the parties regarding this Agreement will take place in San Jose, California.

11.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, but will continue in full force.

11.5 Assignment. Neither party shall assign its rights or responsibilities under this Agreement, unless it receives written permission from the other party.

11.6 Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

11.7 Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original

signatures.

11.8 Debarment. Requestor, by executing this contract, warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined as not being eligible to receive federal funds) by any local, state or federal department or agency.

11.9 Indemnification. Requestor and Feeder District shall mutually indemnify each other and hold one another, including their Board of Trustees, administrators, employees, agents, attorneys, and contractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of Requestor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. Mutual indemnification is based on good faith efforts by both parties to adhere to the security procedures described within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

FEEDER DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

REQUESTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Position: \_\_\_\_\_

## EXHIBIT A: Data Description and Schedule

### File Formats

Data will be submitted in comma delimited or Excel file formats (.csv, .xls, or .xlsx). The Fall data request consists of Records 1 through 6 listed on pages 10 through 14 below. The Spring data request consists of Records 1 and 2 on page 15.

### Fall Data Request

To be completed and submitted to Requestor no later than December 15<sup>th</sup> of each school year. This request pertains to student demographics, vaccination records, and standardized testing results for current eighth grade students and additionally SBAC results for recently matriculated eighth grade students (due to timing of results release). These data will provide crucial information for pre-enrollment, scheduling, registration, placement, and providing appropriate services for incoming ninth grade students at Campbell Union High School District.

### Fall Part 1: Demographics Request

This request will aid in conducting a demographics study to project enrollment trends, facilities needs, budgeting, and staffing for incoming 9th grade students. The student-level data are to be based on preliminary CALPADS Fall 1 reports from October of the current school year and include all students in grades TK through 8 at all Feeder District elementary and middle schools.

Fall Part 1	All Grade Levels Demographic Data
State Student ID (CSIS Number)	10 characters
School of attending	
Grade Level (including TK)	
Residential street address	
Residential city	
Residential zip code	
Special education indicator for moderate/severe (i.e., special day class (SDC))	Y or N
Ethnic Code	Hispanic Am Indian/Alaskan Nat Filipino Asian Black/African Am Nat Hawaiian/Other Pac Islander

	White Multiple Missing
Gender	M or F

**Fall Part 2: Intended Enrollees Educational Records Request**

The following records are being requested to pre-enroll students in schools, conduct outreach to incoming students and their families, pre-schedule students in courses, and plan for educational programs.

<b>Fall Part 2</b>	<b>8<sup>th</sup> Grade Demographic and Program Data</b>
State Student ID (CSIS Number)	10 characters
Parent/Guardian #1 (First Name)	
Parent/Guardian #1 (Last Name)	
Parent/Guardian #1 Email address	
Parent/Guardian #1 Mobile phone number	
Parent/Guardian #1 Work phone number	
Parent/Guardian #2 (First Name)	
Parent/Guardian #2 (Last Name)	
Parent/Guardian #2 Email address	
Parent/Guardian #2 Mobile phone number	
Parent/Guardian #2 Work phone number	
Parent/Guardian Primary Telephone number	
Last name	
First name	
Middle name	
Birth date	MM/DD/YYYY
Gender	M or F
Ethnicity	Y or N
Race 1	
Race 2 (if applicable)	
Birth city	
Birth state	2 characters
Birth country	
Mailing street address	
Mailing city	
Mailing zip code	

Student with disability	Y or N
Parent education level	
Correspondence language	
Home language code	2 characters
Language fluency code	IFEP, EL, RFEP, EO, or TBD
Student first language	
Student primary language	
Student language spoken at home	
Language spoken by adults at home	
Initial fluent English proficiency date (IFEP)	
English learner start date (EL)	
English learner end date	
Redesignation date	
US entry date	Y or N
US school entry date	
CA school entry date	
Migrant State ID	
Student nation of origin (SNOR) US school < 3 years	Y or N
SNOR Start Date	
School of attending	

### Fall Part 3: Prior Year Final Marks and GPA for Current 8th Graders

This information enables Requestor to target recruitment outreach for summer bridge programs and plan for course placement, particularly for math pathways and Advancement via Individual Determination (AVID) recruitment efforts.

<b>Fall Part 3</b>	<b>END-OF-COURSE MARKS IN ELA AND MATH, CUMULATIVE GPA Current 8<sup>th</sup> Grade Students' 7<sup>th</sup> Grade Results</b>
State Student ID (CSIS Number)	10 characters
Course Title (ELA and math subjects only)	
Course description, if applicable	
Semester Name	Spring
School Year	e.g., 2017-2018
Course Mark	i.e. A, B, C, etc.
Cumulative GPA (6 <sup>th</sup> -7 <sup>th</sup> grades)	

**Fall Part 4: CAASPP Results in ELA, Math, and Science**

This request provides information about the results of current 8th grade students’ 7th grade standardized CAASPP test results, as well as graduated 8th grade students’ 8th grade results. This information will help Requestor to pre-schedule students in 9th grade courses, monitor student progress, and inform monitoring of English learners towards reclassification. Requestor acknowledges that results for science (CAST) will not be available until after the 2018-2019 school year and will only be available for graduated 8th grade students.

<b>Fall Part 4</b>	<b>CAASPP TESTING Current 8<sup>th</sup> Grade Students’ 7<sup>th</sup> Grade Results and Graduated Students’ 8<sup>th</sup> Grade Results</b>
State Student ID (CSIS Number)	10 characters
ELA – part number	
ELA – grade level	
ELA – testing date	
ELA – raw score	
ELA – test description	
ELA – scale score	
ELA – proficiency level	
ELA – testing admin date	
Math – part number	
Math – grade level	
Math – testing date	
Math – raw score	
Math – test description	
Math – scale score	
Math – proficiency level	
Math – testing admin date	
Science (CAST) – part number	
Science (CAST) – grade level	
Science (CAST) – testing date	
Science (CAST) – raw score	
Science (CAST) – test description	
Science (CAST) – scale score	
Science (CAST) – proficiency level	
Science (CAST) – testing admin date	

## Spring Data Request

To be completed and submitted to Requestor no later than May 15<sup>th</sup> of each school year. This request pertains to updated Free or Reduced Price Lunch status (for direct-certified or newly enrolled students) and CELDT testing during the current school year, the results of which are not received until Spring semester. This data will inform EL placement and lunch provision for incoming ninth grade students at Campbell Union High School District.

### Spring Part 1: National School Lunch Program Participation

This request ensures that students who are eligible for free lunch are carried over with their eligibility for the allowable period in the new school year as 9th grade students.

Spring Part 1	8 <sup>th</sup> Grade NSLP Program Data
State Student ID (CSIS Number)	10 characters
Free or Reduced Price Lunch Status	(Free, Reduced, Direct Cert.)

### Spring Part 2: CELDT or ELPAC Results

This request provides information about English learners' progress towards reclassification, and evidence of initially fluent English proficient (IFEP) status. ELPAC data may be provided in the data format available from the California Department of Education if not available in the format below.

Spring Part 2	8 <sup>th</sup> Grade CELDT or ELPAC Results
State Student ID (CSIS Number)	10 characters
CELDT or ELPAC test – testing date	
CELDT or ELPAC test – Grade level	
CELDT or ELPAC test – part number	
CELDT or ELPAC test – test description	
CELDT or ELPAC test – scale score	
CELDT or ELPAC test – raw score	
CELDT or ELPAC test – proficiency level	
CELDT or ELPAC test – testing admin date	
CELDT or ELPAC test – part number	
CELDT or ELPAC test – listening score initial or 8th grade	
CELDT or ELPAC test – speaking score initial or 8th grade	

CELDT or ELPAC test – writing score initial or 8th grade	
CELDT or ELPAC test – reading score initial or 8th grade	
CELDT or ELPAC test – overall score initial or 8th grade	

**Spring Part 3: Discipline Records**

This request provides information about discipline records, including information regarding the notification of a dangerous pupil in accordance with Education Code section 49079.

<b>Spring Part 3</b>	<b>DISCIPLINE RECORDS</b>
State Student ID (CSIS Number)	10 characters
Suspension Date	
Suspension Reason Code	
Suspension dispensation and applicable notes (e.g., amount of days, agreements created as a result of suspension)	
Truancy Referral	
Truancy Conference Notes	
SARB Hearing Notes	
Behavior Intervention Plan Notification	
504 Determination	
School Safety Act date of notification of a dangerous pupil ( <a href="#">pursuant to EDC Section 49079</a> )	

**Spring Part 4: Immunization Records**

This request provides information about the recency of required immunizations.

<b>Spring Part 4</b>	<b>8<sup>th</sup> Grade Students' Immunizations</b>
State Student ID (CSIS Number)	10 characters
Polio immunization date 1	
Polio immunization date 2	
Polio immunization date 3	
Polio immunization date 4	
Polio immunization date 5	

DTP immunization date 1	
DTP immunization date 2	
DTP immunization date 3	
DTP immunization date 4	
DTP immunization date 5	
TDAP BOOST	
MMR immunization date 1	
MMR immunization date 2	
MMR immunization date 3	
DTP Boost date	
HIB immunization date 1	
HIB immunization date 2	
HIB immunization date 3	
HIB immunization date 4	
VARIC	Y or N
VARIC immunization date 1	
VARIC immunization date 2	
HEP/A immunization date 1	
HEP/A immunization date 2	
Chest x-ray date	
Chest normal	
Chest abnormal	
Physical date	
Physical Waiver	Y or N
TB skin test taken date 1	
TB skin test read date 1	
TB Skin test MM1	
TB Skin test positive 1	
TB Skin test negative 1	
TB skin test type 1	
TB skin test taken date 2	
TB skin test read date 2	
TB Skin test MM2	
TB Skin test positive 2	
TB Skin test negative 2	
TB skin test type 2	

## **EXHIBIT B: Annual Notice to Parents/Guardians by Feeder District**

The Elementary District (“District”) is a party to a Data Sharing Agreement with the Campbell Union High School District (“CUHSD”) whereby the District has agreed to provide CUHSD with particular records relating to eighth grade students who reside within CUHSD boundaries. Such records will be provided by December 15th and May 15th of the students’ eighth grade school year. Data will be provided for legitimate educational interests only and may include, but is not limited to, information about demographics, program participation, immunizations/health, standardized testing, grades, and discipline. The sharing of such information should enhance communications and services offered to students who will be attending ninth grade at CUHSD during the subsequent school year. A parent/guardian has a right to receive a copy of the records and a right to a hearing to challenge their content. A parent/guardian may also request in writing that the District not release the records which are subject to the Data Sharing Agreement. Requests to withhold records from CUHSD must be provided in writing to the school principal or designee. (Ed. Code, §§ 49065, 49068, 49076; 5 Cal. Code Regs., § 432; 20 U.S.C. § 1232g; 34 C.F.R. 99.31(a)(1).)

## EXHIBIT C: Campbell Union High School District Affidavit of Nondisclosure

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Name

Title

As an employee of the Campbell Union High School District (“District”) for the 2018-2019 school year, you may have access to “Confidential Information”. The purpose of this Agreement is to help you understand your obligations regarding accessing, possessing, and maintaining confidential information.

Confidential Information includes, but is not limited to, information relating to:

- Student academic/educational records
- Student demographics and personal information such as, race, gender, age, birthdate, telephone numbers, fax numbers, mailing addresses, residential addresses, electronic mail addresses, social security numbers, full face photographic images and any comparable images; and any other unique identifying number, characteristic, or code
- Sensitive information such as, foster care, residential placement, homelessness, and disability status of District student
- District/school information (i.e., statistical records, strategic plans, internal reports, memos, and communications)
- Computer programs, client and vendor proprietary information, source code, and proprietary information

Confidential information is protected by Federal and State laws, including California Education Code § 49060 *et. seq.*, FERPA (Family Educational Rights and Privacy Act) and HIPAA (Health Insurance Portability and Accountability Act), as well as other state and federal laws. The intent of these laws is to insure that confidential information will remain confidential - that is, that it will be used only as necessary to accomplish the purpose for which it is needed.

In the event that you access, possess, or maintain confidential information, you will comply with all applicable state and federal confidentiality laws, including FERPA and its implementing regulations, HIPAA, Education Code § 49060 *et. seq.*, and Article I § 1 of the California Constitution, as well as the District’s Board Policies (“BP”) on the Unauthorized Release of Confidential/Privileged Information (BP 4119.23, 4219.23, 4319.23). Your primary obligations in this area are explained below. You are required to read and to abide by these rules.

1. You will only use confidential information/data as needed/necessary to perform your duties as an employee of the District.
2. You will not in any way divulge, copy, release, sell, loan, review, alter or destroy any confidential information/data except as properly authorized within the scope of your professional activities affiliated with the District.
3. You will not misuse confidential information/data or be careless with it. You will hold all confidential information/data in strict confidence.
4. You will safeguard and will not disclose your computer password or any other authorization that allows you to access confidential information/data.
5. You accept responsibility for all activities undertaken using your assigned access code and/or any other authorizations.
6. In the event of a breach of confidential information, you shall notify the District in writing immediately.
7. You shall immediately return or destroy, as instructed by the District, all confidential information upon the termination of your employment as an employee of the District.
8. You understand that your obligations under this Agreement will continue after your affiliation with the District terminates.
9. You understand that any of your access privileges to confidential information/data are subject to periodic review, revision, and, if necessary, modification.
10. You understand that you have no right or ownership interest in any confidential information/data.

This Agreement shall take effect upon its execution and shall remain in effect until terminated upon written notice or the end of its term, whichever comes first.

I certify that I have read and understand the Confidentiality Statement printed above and hereby agree to be bound by it.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_