ATTENTION2ATTENDANCE® (A2A) SOFTWARE & SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
DUBLIN UNIFIED SCHOOL DISTRICT

This AGREEMENT ("Agreement") dated _____, 20____, is made by and between Dublin Unified School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties."

RECITALS

WHEREAS, District is authorized to retain SI&A to provide the software and services described below;

WHEREAS, District has determined that SI&A is qualified to provide such software and services, which are not available from public sources accessible to District; and

WHEREAS, the Parties desire to enter into an agreement for SI&A to provide these services and software to the District under the terms and conditions set forth below;

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Agreement Period**. The term of this Agreement ("Agreement Term") begins February 1, 2016 ("Effective Date") and will expire automatically on its own terms on June 30, 2019 (the "Expiration Date"). The Agreement Term consists of four (4) periods, each of which ends on June 30 of the years 2016, 2017, 2018, and 2019, and are as follows:

   - February 1, 2016 to and including June 30, 2016 ("Agreement Year One");
   - July 1, 2016 to and including June 30, 2017 ("Agreement Year Two");
   - July 1, 2017 to and including June 30, 2018 ("Agreement Year Three"); and
   - July 1, 2018 to and including June 30, 2019 ("Agreement Year Four").

   Either Party may terminate, with or without cause, Agreement Years One, Two, Three, and Four, Agreement Years Two, Three, and Four, Agreement Years Three and Four, or Agreement Year Four, by delivering written notice of termination to the other Party ("Termination Notice"). To be effective, any Termination Notice must be received as follows:

- To terminate Agreement Years One, Two, Three, and Four, Termination Notice must be received not less than 30 calendar days prior to June 30, 2016.

- To terminate Agreement Years Two, Three, and Four, Termination Notice must be received not less than 30 calendar days prior to June 30, 2016.

- To terminate Agreement Years Three and Four, Termination Notice must be received not less than 30 calendar days prior to June 30, 2017.

- To terminate Agreement Year Four, Termination Notice must be received not less than 30 calendar days prior to June 30, 2018.

2. **Grant of License**. Commencing on the Effective Date, SI&A grants to District a nonexclusive license, for the purposes and subject to the terms and conditions stated in this Agreement, for those users identified by District as needing to access the Software and Services (as those terms are defined in Section 3, below) as part of their job duties and approved by SI&A, which approval may not be unreasonably withheld (individually an "Authorized User" and collectively the "Authorized Users"), to use and access the Software and Services.

3. **Attention2Attendance – Base Program.**

Description of Software and Services. SI&A shall provide District the following software ("Software") and services ("Services") for each school site on Exhibit C ("Sites") during the Agreement Period. The Software and Services provided pursuant to this Section 3 are collectively referred to as the "Base Program."

3.1 Access By Authorized Users. Provide each Authorized User with a unique login username and password combination (an "Authentication Credential"), which District and its employees shall not disclose to any other person (including, but not limited to, other employees of District) other than the Authorized User for which SI&A issues the Authentication Credential. SI&A will issue Authentication Credentials for new Authorized Users during the Agreement Period. Such new Authentication Credentials shall be subject to the restrictions and requirements set forth above in this section pertaining to Authorized Users and Authentication Credentials.

3.2 Attendance Management Software and Analysis.

a) Provide access to online software attendance analysis reports for the Authorized Users based on site comparisons, national studies and comparative trend analysis;

b) Prepare Attendance Management and Analysis Reports; and

c) Review the Attendance Management and Analysis Reports' findings and recommendations with District.

3.3 Letter Software Management of Initial Notification of Truancy Letters (NOT).

a) Provide access to a web based software system for the Authorized Users that produces Initial Notification of Truancy (NOT) Letters to parents or guardians of each applicable pupil; and
b) Prepare and distribute, by United States mail, all Initial Notification of Truancy ("Truancy Letters") to each applicable pupil's parents or guardians, consistent with District policy.

3.4 Letter Software Management of Discretionary Attendance Notifications.

a) Provide access to a web-based software system for the Authorized Users that produces optional attendance letters to parents or guardians of each applicable pupil; and

b) Prepare and distribute by United States mail, discretionary attendance letters to each applicable pupil's parents or guardians as is consistent with District's truancy and excessive excused absence policy.

3.5 Conferencing Software.

a) Provide access to a web-based software system for the Authorized Users that allows monitoring and tracking of pupils that require attendance conferencing consistent with district policy;

b) Discretionary software conferencing capability related to other excessive absence/tardy issues; and

c) Prepare and distribute by United States mail, Conference Notification Reminder Letters to each applicable pupil's parents or guardians as is consistent with District's conferencing policy.

3.6 Application Training Course and Materials. All training materials are included.

a) Service includes tech support via the assigned Attention 2 Attendance ("A2A") Team in addition to the SI&A Help Desk; and

b) Unlimited access to Ongoing Online Application Courses & Trainings for the Authorized Users. This service includes a Technical Trainer to demonstrate application use via web hosted training applications. *On-site training available for additional fee plus expenses.

3.7 Data Collection & General Provisions.

a) SI&A will install and configure the Software, including, but not limited to, the DataRobot, 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 DataRobot, and District's Student Information System. A list of data elements that the DataRobot will pull as part of the Services is attached to this Agreement as Exhibit E.

b) SI&A will prepare and distribute via Secure File Transfer Protocol (SFTP) an electronic version of all letters that have been sent on an annual basis.

c) When SI&A transfers District data originating on District's system over the Internet, SI&A will use only an encrypted network traffic via industry standard Secure Socket Layer (SSL).

d) District shall own all data and records provided to SI&A by District that are subject to California Education Code Sections 49073 et seq., ("District Data") and all intellectual property rights therein. District grants to SI&A a perpetual, exclusive, royalty-free license to aggregate District Data and to use, modify, distribute, and create derivative works based on District Data as so aggregated solely for the purposes of (i) providing the Software and Services to the District during the Agreement Period as set forth herein, and (ii) referencing and documenting SI&A's experience and capabilities, but only to the extent SI&A's use does not violate Section (e) below. District acknowledges that SI&A owns proprietary intellectual property which it uses to provide the Software and perform the Services to District hereunder. SI&A shall own and retain all intellectual property rights in any and all reports, statistics, and other works of authorship, products or processes produced in the performance of Services or provision of Software hereunder. Notwithstanding the foregoing, District grants SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data for any purpose otherwise 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.

e) SI&A will neither disclose District Data nor access District Data except as needed to perform the functions of the software as it is related to attendance management programs. All data access will occur on a mutually agreed upon basis to accommodate the frequency of letter distribution.

f) SI&A shall: (i) provide its basic support for the A2A product to District at no additional charge, and/or (ii) use commercially reasonable efforts to make software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SI&A shall give at least 4 hours notice online or via email and which SI&A shall schedule to the extent practicable during the weekend

hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond SI&A's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SI&A's employees), failures, downtime or delays by an Internet Service Provider or third-party social platform, or denial of service attacks.

3.8 Letter Types.

Letter Type:	District Letter Selections
Unlimited Truancy Letter 1 (NOT)	Included
Unlimited Truancy Letter 2	Included
Unlimited Truancy Letter 3	Included
Unlimited Excessive Excused Absences Letter 1	Included
Unlimited Excessive Excused Absences Letter 2	Included
Unlimited Conference Notification Reminder Letters	Included

4. District's Responsibilities; District Acknowledgment.

4.1 District will be responsible for the following:

a) The substantive outcomes of the Software and Services;

b) Preparing and furnishing to SI&A, promptly upon its request, such information that is reasonably necessary to perform the Services and/or install the Software;

c) Completing the Implementation Process and District Contact Information form attached hereto as Exhibit B;

d) Accurately preparing and maintaining true and correct student documentation and records;

e) Establishing and maintaining data collection and tracking procedures and other internal controls sufficient to support this service and software;

f) Providing support and computer equipment for the Authorized Users compatible with the technology requirements specified by SI&A, including, but not limited to, (i) providing any Authorized Users with a computer on which a web browser compatible with SI&A's software is installed and (ii) ensuring that the District's computer systems meet the technology requirements specified by SI&A for (1) the operation of the DataRobot or any other Software installed on District's systems pursuant to this Agreement and (2) access by SI&A to the data collected by the DataRobot;;

g) Ensuring that District personnel do not delete, modify, or otherwise impair the operation of the DataRobot or any other Software installed on District's systems pursuant to this Agreement;

h) Ensuring that District and school personnel who use SI&A products and services participate in the training sessions provided to District by SI&A;

i) Providing the assistance and contact information of school personnel. SI&A has explained SI&A's requirements in this regard to District and District agrees to meet these requirements;

j) Notifying SI&A when an Authorized User no longer requires access to the A2A system so that SI&A may, in its sole and absolute discretion, deactivate the Authentication Credential for that Authorized User;

k) Protecting SI&A Confidential Information (as that term is defined in Section 4.2, below) by taking steps to preserve the confidentiality of SI&A Confidential Information, which shall, at a minimum, include (1) all steps taken by District to protect District's own confidential information and (2) ensuring that no one other than an Authorized User accesses the Services, Software, Materials, or SI&A Confidential Information;

l) Promptly advising SI&A in writing immediately once District becomes aware of any actual or threatened unauthorized use or disclosure of any of the SI&A Confidential Information (as that term is defined in Section 4.2, below);

m) Ensuring that District and District personnel who use SI&A products or services comply with the terms and restrictions contained in this Agreement, including, but not limited to enforcing the terms of this Agreement as to its employees as to the confidentiality of the SI&A Confidential Information and taking such action, legal or otherwise, to the extent necessary to cause District's employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use (as such unauthorized uses are set forth in Section 4.2, below) of the SI&A Confidential Information by any of District's employees; and

n) Within fifteen (15) business days of termination or expiration of the Agreement for any reason (including, but not limited to, any fault of SI&A or District) with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that such destruction has in fact been completed in its entirety (including, but not limited to, the permanent deletion of all electronic data) or (ii) return to SI&A the SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

4.2 Restrictions. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the Software; manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing. Therefore, the rights granted to District in this Agreement are subject to the following:

a) District acknowledges the confidential and proprietary nature of the SI&A Confidential Information and agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under this Agreement and solely during the term of this Agreement (the "Authorized Uses"). District shall not use or permit any of its employees to use any of the SI&A Confidential Information for any reason or purposes other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, those uses explicitly set forth below;

b) District shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the A2A Service, Software, related materials pertinent to A2A Materials (the "A2A Materials"), and/or any SI&A Confidential Information available to any third party other than an Authorized User;

c) District shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information or access the A2A Service, Software, A2A Materials, or SI&A Confidential Information in order to build a similar or competitive product, software, or service or to assist any third party in building a similar or competitive product, software, or service, including, but not limited to, accessing the A2A Service, Software, A2A Materials or SI&A Confidential Information for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;

d) Except as expressly stated herein, no part of the A2A Service, Software, A2A Materials, or SI&A Confidential Information may be copied, reproduced, distributed, republished, downloaded, displayed, posted, transmitted, or otherwise disclosed in any form or by any means (including but not limited to electronic,

mechanical, photocopying, recording, or other means) except with the express prior written consent of SI&A;

e) District shall not disclose any review of the A2A Service or Software (including but not limited to the results of any performance tests) to any third party without SI&A's prior written approval;

f) District agrees to make every reasonable effort to prevent unauthorized third parties from accessing the A2A Service, Software, A2A, or the SI&A Confidential Information (or any portion thereof);

g) District acknowledges and agrees that SI&A or its third-party providers shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the A2A Service, Software, the A2A Materials, and SI&A Confidential Information and any suggestions, enhancement requests, feedback, recommendations or other information provided by District or any other party relating to the A2A Service, Software or the A2A Materials;

h) District agrees that District shall not for any reason direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party;

i) District agrees that District shall not use the SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with SI&A;

j) District agrees that District shall not use the SI&A Confidential Information in any way, shape, or form after the expiration or termination of this Agreement;

k) District agrees that District shall not permit any use of the SI&A Confidential Information by a third party other than District except with the express prior written consent of SI&A;

l) District agrees that District shall not use or permit to be used the SI&A Confidential Information in any way, shape, or form that attributes the SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected, or owned by any person other than SI&A;

m) District agrees that District shall not use the SI&A Confidential Information in any way that is detrimental to the interests of SI&A;

n) District shall carefully restrict access to the Services, Software, Materials, and SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement, including, but not limited to, the provisions of Sections 4.1 and 4.2 of this Agreement; and

o) District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of this Agreement.

4.3 Right of Termination by SI&A. If District violates any of District's covenants, restrictions, or responsibilities in this Section 4, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 4.3, (a) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (b) District will have ten (10) days to download and/or print all historical information and work in progress.

5. Payment of Fees.

For Software and Services provided pursuant to the terms of this Agreement, as outlined in Section 3, District agrees to pay SI&A according to the following table:

	Year 1	Year 2	Year 3	Year 4
A2A Base Implementation*	$ 0	$ 0	$ 0	$ 0
A2A Base Annual Fee**	**$ 12,500*****	**$ 30,000**	**$ 30,000**	**$ 30,000**
A2A Base Total Annual Fee	**$ 12,500**	**$ 30,000**	**$ 30,000**	**$ 30,000**
Fees Due	**February 1, 2016**	**July 1, 2016**	**July 1, 2017**	**July 1, 2018**

*There is an additional $2,500 implementation fee if the District changes SIS during the Agreement Term. The fee will be due upon SI&A commencing with the implementation of the new SIS.

** At any time during the Agreement Term, at the discretion of the District, the District may opt to have live on-site training. The District shall provide SI&A with 30 days' notice ("Districts Notice") of the date requested for on-site training. SI&A in good faith will make every possible effort to accommodate the Districts Notice. If the District opts for onsite training, the district shall pay SI&A a separate fee of $2,500 and Expenses per SI&A employee facilitating training, for each day of the on-site training.

***This amount is prorated for the period February 1, 2016 through June 30, 2016.

District acknowledges and agrees that payment of any outstanding installments of the Fee are due and payable on the dates indicated notwithstanding any termination of this Agreement by District prior to the end of the Agreement Term.

6. District's Representations and Warranties. In addition to other representations and warranties of District contained herein, District hereby expressly warrants and represents to

SI&A that the following statements are true and accurate as of the Effective Date and throughout the Agreement Period:

6.1 The execution, delivery and performance of this Agreement by SI&A and the consummation of the transactions contemplated hereby do not conflict with or result in a violation of any law governing the District's existence as a school district, its operations or ability to contract;

6.2 This Agreement constitutes a legal, valid and binding obligation of District, enforceable against District in accordance with its terms;

6.3 District has the absolute and unrestricted right, power, authority and capacity to execute this Agreement and perform District's obligations hereunder;

6.4 Neither the execution nor the performance of this Agreement will directly or indirectly contravene or violate any law, or give any person the right to challenge any Services or Software hereunder or obtain any relief under the law; and

6.5 All of the information provided to SI&A is true and accurate in all respects.

7. **Disclaimer of Warranties**. Except as provided otherwise herein, SI&A and its third-party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the A2A service, Software, the A2A materials, and the Services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service. SI&A and its third-party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the A2A service, Software, the A2A materials, or the Services or the results district may obtain by using the A2A service, Software, the A2A materials, or the Services. Without limiting the generality of the foregoing, SI&A and its third-party providers do not represent or warrant that (a) the operation or use of the A2A service, Software or A2A materials will be timely, secure, uninterrupted or error-free; (b) the quality of any products, services, information, or other material district purchases or obtains through the A2A service and software will meet district's requirements; and (c) the A2A service, Software, A2A materials, or the systems that make the Service available are free of viruses or other harmful components. District acknowledges that neither SI&A nor its third-party providers controls the transfer of data over communications facilities (including the Internet) and that the A2A service, Software and A2A materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. SI&A is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by SI&A, the A2A service, Software, the Services, and the A2A materials are provided to District on an "as is" basis.

8. **Survival**. The provisions of Sections 4, 5, 6, and 7, herein in addition to Standard Terms and Conditions #9, #10, #12, and #16, shall survive the termination of this Agreement.

9. **Entire Agreement**. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

10. **Exhibits**. All exhibits referred to in this Agreement are attached and incorporated herein by this reference.

11. **Counterparts**. This Agreement 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, this Agreement is dated as of the date set forth above.

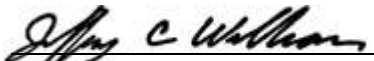
SI&A:		**DISTRICT:**	
SCHOOL INNOVATIONS & ACHIEVEMENT		**DUBLIN UNIFIED SCHOOL DISTRICT**	
Signature:		Signature:	
Date:	1/6/2016	Date:	
Print Name:	Jeffrey C. Williams	Print Name:	
Title:	Chief Executive Officer	Title:	
Company:	School Innovations & Achievement	Address:	
Address:	5200 Golden Foothill Parkway		
	El Dorado Hills, CA 95762	Phone:	
Phone:	(800) 487-9234	Fax:	
Fax:	(888) 487-6441	Email:	

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **Scope of Services; Independent Contractor**. SI&A's software and services (the "Services") described in the Agreement to which this Exhibit A is attached detail the initial scope of services anticipated by SI&A as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If SI&A determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, SI&A reserves the right to increase the Fee to compensate for the unanticipated or additional services as mutually agreed upon in writing by both Parties. This Agreement is not for lobbying services and SI&A is not being retained to provide lobbying services to District. The parties agree that SI&A is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
2. **Payment**. For purposes of the Agreement, the price of products and services set forth in Section 5 of the attached Agreement, and any other applicable fee pursuant to the Agreement, shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by SI&A as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives SI&A's invoice.
3. **Termination**. Either Party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other Party not later than thirty (30) days prior to expiration of the current Agreement Year within the Agreement Period. The effective date of termination shall be the expiration of such current year of the Agreement. Upon termination, SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice. Except as set forth in this Section 3, neither Party shall have any liability to the other for damages resulting solely from a Party's termination of this Agreement in accordance with this Section 3. Upon the thirty (30) day notice of termination from either party, the District will have thirty (30) days to download and/or print all historical information and work in progress.
4. **Notice**. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
5. **District's General Responsibilities; District Acknowledgment**. During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District and its employees properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by SI&A for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines,; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that SI&A's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that SI&A's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. SI&A has explained its requirements in this regard to District and District agrees to meet these requirements.
6. **Further Assistances**. Upon request of the other party, SI&A or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
7. **Assignment Prohibited**. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
8. **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 according to Section 16 below; 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 D to the Agreement. Notwithstanding the foregoing, District grants to SI&A a perpetual, exclusive, royalty-free license to use anonymized District Data and "Deidenitifed information" (as defined in Education Code section 479703.1) 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.
9. **Confidential and Proprietary Materials of SI&A**.
    a. **Definition of SI&A Confidential Information**. During performance of the Agreement, SI&A may provide materials or disclose to District certain materials or information which SI&A considers proprietary or confidential ("SI&A Confidential Information"). SI&A Confidential Information includes but is not limited to SI&A's training handbooks; policy manuals; instructions; copyrighted checklists and forms; all written, oral, electronic, or visual information or data which are non-public, confidential, competitively sensitive, personal, or proprietary in nature concerning SI&A; the materials and/or the information provided by SI&A to District (whether before or after the execution of this Agreement); information contained in any and all pending patent applications by SI&A; trade secrets belonging to SI&A; any and all software owned and/or created by SI&A including but not limited to the software programs commonly known as ATTENTION2ATTENDANCE® ("A2A") and Partnering4SpecialEd ("P4SE"); manuals; forms; data; data tables; draft letters; questionnaires; and similar information, material, or documents; and any and all copies of the foregoing.
    b. **Restrictions on Use of SI&A Confidential Information**. District acknowledges the confidential and proprietary nature of SI&A Confidential Information, agrees to hold and keep the SI&A Confidential Information confidential and otherwise agrees to each and every restriction and obligation set forth in this Agreement. District shall use the SI&A Confidential Information solely as part of the services provided under the Agreement and solely during the term of the Agreement (the "Authorized Uses").
    c. **Restrictions on Disclosure of SI&A Confidential Information**. District shall not disclose any SI&A Confidential Information except as allowed through the express prior written consent of SI&A.
    d. **No Unauthorized Uses of SI&A Confidential Information**. District shall not use or permit any of its employees to use any of SI&A Confidential Information for any reason or purpose other than the Authorized Uses. Uses that are not Authorized Uses include, but are not limited to, (i) making derivative works or reverse engineering any software, program, process, form, report, analysis, or methodology owned or created by SI&A; (ii) using SI&A Confidential Information, whether directly or indirectly, to assist, whether directly or indirectly, any business that competes with the SI&A; (iii) any use of SI&A Confidential Information that is detrimental to the interests of SI&A; (iv) any use which attributes SI&A Confidential Information as having been created, developed, prepared, derived, designed, protected or owned by any person other than SI&A; (v) any use of SI&A Confidential Information after the expiration of the agreement under which SI&A Confidential Information was provided to District; and (vi) any use of SI&A Confidential Information by a third party other than District.
    e. **Restrictions on Access to SI&A Confidential Information**. District shall carefully restrict access to SI&A Confidential Information to only those of District's employees who (i) require such access in order to perform their job duties, and (ii) are informed by District of the confidential nature of SI&A Confidential Information and the obligations pursuant to this Agreement. This Agreement is binding on District's employees, and District agrees to be responsible for enforcing the terms of this Agreement as to its employees as to the confidentiality of SI&A Confidential Information and to take such action, legal or otherwise, to the extent necessary to cause its employees to comply with the terms and conditions of this Agreement and thereby prevent any disclosure or unauthorized use of SI&A Confidential Information by any of District's employees.
    f. **Ownership of SI&A Confidential Information**. District agrees that District acquires no ownership interest of any kind in any portion of SI&A Confidential Information by virtue of this Agreement. Any and all derivative works created by District from SI&A Confidential Information shall be the sole and exclusive property of SI&A.
    g. **Security of SI&A Confidential Information**. District agrees to safeguard SI&A Confidential Information and to prevent the unauthorized use or disclosure thereof. In using SI&A software, District and the employees of District may be issued passwords, usernames, or other authentication credentials (collectively, "Authentication

Credentials") to allow employees of District to access SI&A software. In issuing Authentication Credentials, SI&A may, in its sole and absolute discretion, specify an individual employee of District for whose sole use the Authentication Credential is issued. If SI&A identifies a specific employee for whose benefit an Authentication Credential is issued, District acknowledges, agrees, and covenants that (i) such Authentication Credentials are intended for the use of the individual for whom SI&A issued the Authentication Credential; (ii) District shall not, for any reason, direct, recommend, or encourage an employee to disclose an Authentication Credential to District, any other employee of District, or any third party; and (iii) District shall take reasonable steps to ensure that no employee of District discloses an Authentication Credential to any other person, including, but not limited to, other employees of District.

h. **Notification of Disclosure**. If, at any time during the term of the Agreement or after the term of the Agreement, District becomes aware of any unauthorized use or disclosure of any portion or part of SI&A Confidential Information in violation of this Agreement, District shall promptly advise SI&A in writing of such unauthorized use or disclosure of SI&A Confidential Information by any person (regardless of whether that person is District, an employee of District, a contractor of District, or a third party).

i. **Documents Provided During Renewal Negotiations**. District acknowledges and agrees that all of the restrictions of this section shall apply to any SI&A Confidential Information provided to the District as part of any negotiations for the renewal or extension of the Agreement.

j. **SI&A's Right of Termination**. If District violates any of District's covenants, restrictions, or responsibilities in this Section 9, SI&A shall have the unilateral right to terminate this Agreement in SI&A's sole and absolute discretion. Upon termination of this Agreement pursuant to this Section 9(k), (1) SI&A will invoice District for Fees owing within the Agreement Period and District shall pay the full invoice amount within thirty (30) days after receipt of SI&A's invoice and (2) District will have ten (10) days to download and/or print all historical information and work in progress.

10. **Limitation of Liability; Indemnification**. In no event shall SI&A's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by SI&A under this Agreement. SI&A shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless SI&A and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services, unless it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct. SI&A shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute, or otherwise, arising out of or in connection with or relating to SI&A's performance of the Services if it is finally determined to have arisen solely from SI&A's gross negligence or willful misconduct.

11. **Governing Law; Enforcement Costs**. The Agreement shall be governed by and construed in accordance with the substantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.

12. **Judicial Reference**. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure section 638, et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure section 2017, et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

13. **Modification; Interpretation; Severability; Construction**. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. SI&A shall have the full power and authority to interpret, construe and administer the Agreement and SI&A's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.

14. **Waiver**. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

15. **Injunctive Relief**. District acknowledges that any breach of this Agreement by District or any of its employees may cause irreparable damage and harm to SI&A, and that remedies at law would be inadequate to protect against such breach of this Agreement. District agrees in advance to the granting of injunctive relief in favor of SI&A for any such breach of the provisions of this Agreement and to the specific enforcement of the terms of this Agreement, without proof of actual damages and without the requirement of posting a bond or other security, in addition to any other remedy to which SI&A would be entitled, all of which remedies shall be cumulative hereunder.

16. **Treatment of Information after Termination of Agreement**.

a. **District's Treatment of SI&A Confidential Information**. Within fifteen (15) business days of termination or expiration of the Agreement for any reason, including, but not limited to, any fault of SI&A or District, District shall, with respect to any SI&A Confidential Information in the control or possession of District, and at SI&A's election, either (i) destroy SI&A Confidential Information and certify to SI&A in writing that destruction or (ii) return SI&A Confidential Information to SI&A. SI&A shall have the sole and absolute discretion to decide between destruction of SI&A Confidential Information and return of SI&A Confidential Information and may make different elections for different components of SI&A Confidential Information.

b. **SI&A's Treatment of District Information**. Upon termination of the Agreement, SI&A shall provide to District the certification required by Education Code section 49073.1(b)(7) with respect to any Pupil Records provided to SI&A by District pursuant to the Agreement. With respect to any and all data and records provided to SI&A by District or derived from data or records provided by District that are not Pupil Records or SI&A Confidential Information ("District Information"), SI&A shall preserve such District Information for a period of not less than one year. Upon the written request of District, SI&A shall return all originals and copies of District Information to District or destroy any originals and electronic copies of District Information. However, to the extent that District Information has become intertwined with SI&A Confidential Information, any and all reasonable expenses incurred by SI&A in ensuring that District's Information, as returned to District or destroyed by SI&A, does not contain any of SI&A Confidential Information shall be borne by District. Nothing in the Agreement or this Exhibit A obligates SI&A to return to District any SI&A Confidential Information.

17. **Conflict with Agreement**. To the extent that any term or provision of these Standard Terms and Conditions conflicts with any other term or provision of the Agreement, the term or provision which is in the Agreement but not in these Standard Terms and Conditions shall control.

18. **Force Majeure**. A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement.

Exhibit B

Attention2Attendance®
Implementation Process and District Contact Information

Following SI&A's receipt of the signed Agreement, a District Support Specialist shall contact District to discuss and finalize the Implementation Process and Production Schedule, which shall establish deadlines, delivery dates, materials to be supplied by District and other items necessary to complete the Attention2Attendance® implementation.

Important phases of the **Implementation Process** include the following:

Attention2Attendance® Initial Call: Review Implementation process with contract signer.

Attention2Attendance® Welcome Call: Implementation web meeting with the contract signer and designated district stakeholders to review A2A process, determine target dates for training, and review district decision points.

DataROBOT™ installation and initial IT Data Collection: The SI&A Data Support Specialist works with the District IT/SIS contact to begin the data collection process by identifying and collecting codes from the SIS and collecting preliminary sample sets of data for configuration and testing.

Finalize the Production Schedule: The SI&A Implementation Team will provide a Production Schedule for the entire school year to the District Attendance day-to-day contact.

Final District Validation: The SI&A Implementation Team confirms implementation and obtains user information. A Verification Report is emailed to the District for review and final sign off.

Ongoing Service

Once Implementation is complete a Service Team will be assigned to your district.

- You will have access to:
  - Live Help Desk
  - Unlimited online training and support
- Throughout your agreement term you will have access to ongoing analysis and consultative reporting prepared and presented by SI&A. Reporting options are listed below:
  - Chronic Absentee Reports with student detail
  - Mid-Year Summary Report
  - Comprehensive End-of-Year Results
- Ongoing communications that may be sent by SI&A to all users:
  - A2A Did You Knows application tips and tricks
  - A2A Communiqués status and result updates
  - Weekly or every other week e-mail reminders during review period

District Contact Information

Day-to-Day District Attendance Contact

Name:_____

Title:_____

Phone:_____

Email:_____

Day-to-Day District IT Contact

Name:_____

Title:_____

Phone:_____

Email:_____

If you have any questions please call Chelsea Nentwig at (800) 487-9234 x5199
We look forward to working with you!

Exhibit C
Sites

Amador Elementary
Dublin Elementary
Dublin High
Eleanor Murray Fallon
Frederiksen Elementary
James Dougherty Elementary
John Green Elementary
Kolb Elementary
Murray Elementary
Valley High
Wells Middle

EXHIBIT D

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

Statutory Provision	Procedure and/or Contractual Provision
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 Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(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 Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(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: 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. 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. 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. 4. The District representative who runs the Student Detail Report will update

	information in their Student Information System, which will be transferred into A2A, or update information directly in A2A if applicable.
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: . . . (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."	SI&A will: a. Only allow database to database connectivity to ensure all student information is always maintained in an audited database format b. Conduct monthly reviews of user access to databases c. Conduct annual training on student data security for all SI&A employees. Training material is available to district upon request. d. Provide access to all notification letters on secure SFTP site. e. Designate the Director of Technology as the responsible individual for maintaining the security of student data.
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: . . . (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."	SI&A's notification to the District D2D contact noted in Exhibit B by the District in writing to SI&A will include the following components: 1. Date of unauthorized disclosure 2. Description of disclosure 3. Description of root cause of the disclosure and what changes are being made to prevent future such issues.
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: . . . (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)."	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. PROCEDURE: 1. 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.

	2. All tape backups with district information will be recalled and un-archived. The same scrubbing routine will be applied. 3. Process will be completed within 120 days from contract completion. 4. No outside vendor or individuals will participate in the process. 5. A certified letter will be mailed to the District with a list of all activities completed. 6. Enforcement of SI&A's certification that the above activities have been complete will be accomplished by audit reviews of the activities by the IT Manager.
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: . . . (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)."	For purposes of the federal Family Education Rights and Privacy Act (20 U.S.C. Sec. 1232g), SI&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&A's legitimate educational interests in performing the services set forth under this Agreement.
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: . . . (9) A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising."	See Standard Terms and Conditions, Exhibit A to this Agreement, Section 8(e).

EXHIBIT E

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

Additional reporting is available but requires SI&A to pull additional fields. Please indicate any additional data elements you would like SI&A to pull for aggregate level reporting purposes only:

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

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.