

**OAK PARK UNIFIED SCHOOL DISTRICT
5801 CONIFER STREET
OAK PARK, CALIFORNIA 91377
(818) 735-3206**

NOTICE OF SPECIAL BOARD MEETING - AGENDA #979

Written notice is hereby given in accordance with Education Code Section 35144 that a special Meeting of the Board of Education of Oak Park Unified School District will be held:

DATE: Monday, July 29, 2019
TIME: 5:00 p.m. Open Session
PLACE: **Oak Park Unified School District - Conference Room**
5801 Conifer Street, Oak Park, CA 91377

Call to Order _____
Pledge of Allegiance
Roll Call
Public Comments

A. BUSINESS SESSION

ACTION

BUSINESS SERVICES

1. [Approve Renewal of Agreement with Developing Outdoors for General Staffing Services for the Extended Care Program for 2019-2020](#)
Board Policy 3312 requires Board approval for contracts for services
2. [Approve Purchase Of GoGuardian Licenses and the California Data Privacy Agreement Associated with GoGuardian to be Funded Jointly from Measure S Bond Fund and the General Fund](#)
Board approval required for projects funded by Measure S Bond Fund
3. [Approve Response to Grand Jury Report – School Implementation of Sex Education Programs](#)
Per Penal Code 933 Board approval required for response to Grand Jury Report

Date: July 26, 2019

Anthony W. Knight, Ed.D.
Superintendent and Secretary to the Board of Education

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: JULY 29, 2019

SUBJECT: A.1. APPROVE RENEWAL OF AGREEMENT WITH DEVELOPING OUTDOORS FOR GENERAL STAFFING SERVICES FOR THE EXTENDED CARE PROGRAM FOR 2019-2020

ACTION

ISSUE: Shall the Board approve an agreement renewal with Developing Outdoors for general staffing services for the District's Extended Care Program for 2019-2020?

BACKGROUND: At its meeting January 17, 2018, the Board of Education authorized the establishment of the OPUSD Extended Care Program in order to extend the learning experiences and methodologies present during the regular school day. The proposed 2019-2020 staffing agreement, which is included for the Board's information and review, is a renewal of the agreement previously approved by the Board for the 2018-2019 school year, which District Administration, in concert with its general counsel, Fagen Friedman Fulfroast, and the Ventura Schools Self-Funding Authority, negotiated with Educational Learning Opportunities, Inc., a California corporation, to do business as "Growing Outdoors/Developing Outdoors," for general staffing services for the District's Extended Care Program. It is respectfully requested that the Board approve the agreement renewal with Developing Outdoors for general staffing services for the Extended Care Program.

FISCAL IMPACT: The budget for the proposed service agreement, based on the 2018-2019 actuals, is \$928,000 and is included in the 2019-2020 budget of Fund 120, Child Development Fund.

ALTERNATIVES:

1. Approve the agreement with Developing Outdoors for general staffing services for the District's Extended Care Program, per the terms and conditions of the accompanying contract, to be funded from Fund 120, Child Development Fund for 2019-2020.
2. Do not approve the staffing agreement.

RECOMMENDATION: Alternative No. 1

Prepared by: Sara Ahl, Director, Extended Care Program
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

SPECIAL BOARD MEETING, JULY 29, 2019
Approve Renewal of Agreement with Developing
Outdoors for General Staffing Services for the
Extended Care Program for 2019-2020
Page 2 of 2

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____

General Staffing Agreement

Educational Learning Opportunities, Inc., a California corporation, to do business as "Growing Outdoors/Developing Outdoors with its principal office located at 5948 Lake Lindero Dr. Agoura Hills, CA 91301. ("STAFFING FIRM"), and Oak Park Unified School District, with its principal office located at 5801 Conifer St, Oak Park, CA 91377 ("CLIENT"), agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

1. CLIENT's Program

- a) CLIENT plans to have an extended care program that operates from 6:45 am to 6:30 pm on CLIENT's school days, staff development days, teacher prep days, and local holidays (the "Program"). This includes the Summer Gap Program, to be held from May 26 through June 12, 2020.
- b) The Program aims to maintain a ratio of 1 staff member for every 10 to 15 students. CLIENT will look at enrollment and Program attendees and accordingly determine the anticipated number of Assigned Staff, as defined below, that are needed to conduct the Program. If CLIENT or STAFFING FIRM believes that additional staff is reasonably necessary to assure proper supervision and care of the attendees, each shall promptly notify the other in writing.

2. STAFFING FIRM's Duties and Responsibilities

- a) STAFFING FIRM represents that it has or is able to obtain personnel to serve as Assigned Staff, as defined below, to the Program, and to make available to CLIENT qualified Assigned Staff for CLIENT's Program. For purposes of this Agreement, "Assigned Staff" shall be defined as individuals employed by STAFFING FIRM and made available to CLIENT to staff the Program under the supervision and control of CLIENT, on the terms and conditions herein contained.

STAFFING FIRM shall:

- i. Recruit, screen, interview (as outlined in Exhibit A), select and assign qualified individuals") to perform the type of work described on Exhibit A" and as assigned and supervised by CLIENT at the locations specified on Exhibit B;
- ii. STAFFING FIRM will comply with the background/qualification checks required for the Assigned Staff and any other STAFFING FIRM employees that may interact with CLIENT's students in the Program as reasonably requested in writing by CLIENT. STAFFING FIRM, at its expense, shall perform a background search on each Assigned Staff on the "Enhanced Nationwide Criminal & Sex Offender Registry", Megan's Law database and the National Sex Offender Public

Website. CLIENT, at its expense, shall perform such background searches as it deems appropriate to include "Live Scan" fingerprinting. Each party hereto acknowledges that applicable state and federal privacy laws, regulate the dissemination of the results of such searches, and therefore STAFFING FIRM will not release to CLIENT the results of any background searches. STAFFING FIRM will inform CLIENT whether the background search performed on each Assigned Staff reveals any legal prohibition that prevents the Assigned Staff from working for CLIENT or raise issues as to suitability for involvement in the Program in general or proximity to or care of young children and specifically to advise CLIENT to conduct its independent background check during which period of CLIENT investigation any such individual shall not be assigned to CLIENT. STAFFING FIRM covenants and agrees that all such checks will fully comply with California and federal requirements for employee work with, access to on school premises, and interaction with children. STAFFING FIRM shall notify CLIENT if additional checks as to prospective Assigned Staff are needed or recommended;

iii. Design and execute a training program for all Assigned Staff and the employees of Client, so designated in writing by Client as outlined in Exhibit C;

iv. Be solely responsible to pay Assigned Staff wages and be responsible for any benefits due Assigned Staff under California or federal law;

v. Be solely responsible to pay, withhold, and transmit payroll taxes; to provide unemployment insurance and workers' compensation benefits; and to respond to and handle unemployment and workers' compensation claims involving Assigned Staff;

vi. Be responsible for any actions, omissions to act, injuries, loss or damage to CLIENT, CLIENT's property, and to any employees, students, children or other persons in the extended care firm arising out of and related to the performance of Staffing Firm's failure to comply with the duties under 2a;

vii. Assigned Staff shall perform all services pursuant to the Agreement, under the direction and control of CLIENT'S Site Coordinator as required by Paragraph 3.g. STAFFING FIRM shall comply with the CLIENT's reasonable requests regarding assignment of personnel. STAFFING FIRM shall commit adequate resources and qualified Assigned Staff to perform the work as requested by CLIENT pursuant to Paragraph 1.b.;

viii. Require each Assigned Staff to sign an agreement (in the form of Exhibit D) acknowledging that he or she is not an employee of CLIENT and are therefore not entitled to pay or holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;

ix. Require Assigned Staff to sign confidentiality agreements (in the form of Exhibit E) before they begin their assignments to CLIENT;

x. In the event of any loss or claim, cooperate fully with the insurance carrier and CLIENT in the investigation and handling of same, including providing full notice, cooperation in defense, and availability for information and records.

xi. STAFFING FIRM shall secure primary insurance coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate, and \$10,000,000 excess umbrella limit as to the Program and to insure all operations, employees including Assigned Staff and supervision relating to the Program, and CLIENT shall be named an additional insured as to all defense, indemnity and benefits under the primary and excess umbrella policies. The policies shall provide primary coverage and excess umbrella coverage as described for the CLIENT and STAFFING FIRM.

3. CLIENT's Duties and Responsibilities

- a) The CLIENT will conduct background check verification through the U.S. Department of Justice in addition to any background checks completed by the STAFFING FIRM;
- b) Direct and supervise the work of Assigned Staff;
- c) Properly control and safeguard the premises, processes, or systems, and not permit Assigned Staff to operate any vehicle or entrust Assigned Staff with cash, checks, credit cards, or negotiable instruments without STAFFING FIRM's prior written approval, which may be withheld in its sole discretion;
- d) Provide Assigned Staff with safe work sites and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which such Assigned Staff may be exposed at any work site;
- e) Not change the job duties of any Assigned Staff without STAFFING FIRM's express prior written approval which may be withheld in Staffing Firm's sole discretion *provided that* if STAFFING FIRM rejects CLIENT's request for a change in job duties not inconsistent with Program requirements, CLIENT may terminate this Agreement or reduce the number of Assigned Staff and replace them with CLIENT employees or third parties to perform as CLIENT requests.;
- f) Exclude Assigned Staff from CLIENT's payroll, benefit plans, policies, and practices;
- g) Inform STAFFING FIRM in writing within three (3) business days, and attempt to do so within one (1) business day where feasible, of any incident of concern to CLIENT or any dissatisfaction with any Assigned Employee. Furthermore,

CLIENT may demand that STAFFING FIRM schedule a meeting (in person or via phone) within two (2) business days of notice from CLIENT, to discuss the incident and/or Assigned Employee to decide the action to be taken, which shall be subject to CLIENT's approval;

- h) Client shall provide a Site Leader, who is an employee of CLIENT. The Site Leader's duties will be as follows:
 - a) Supervise Assigned Staff;
 - b) Site supervision for program safety and Assigned Staff;
 - c) Communicate with CLIENT's Director of Extended Care Program (if necessary);
 - d) Communicate with parents of students as necessary;
 - e) If there is a problem or concern with an Assigned Staff, direct Assigned Staff to leave the CLIENT's premises immediately as needed for the Program, and address with STAFFING FIRM any reasons for removal and need for replacement; and
 - f) Provide information and updates to STAFFING FIRM as needed for the Program, and request action by STAFFING FIRM as needed.
- i) CLIENT agrees to comply with all reasonable requests by STAFFING FIRM not inconsistent with Program requirements and the safety and care of enrolled students and CLIENT facilities and staff, and to provide access to all documents and electronic student data reasonably necessary for the performance of STAFFING FIRM's duties under this Agreement as permitted by law and CLIENT will gain parental consent of students enrolled if necessary in CLIENT's sole discretion. To the extent that STAFFING FIRM may handle student data, STAFFING FIRM agrees to comply with applicable student data privacy requirements, including, but not limited to the Children's Online Privacy Protection Act, the Family Educational Rights and Privacy Act, and California Education Code section 49073.1.

4. Payment

- a. CLIENT shall pay STAFFING FIRM for its performance of the services required of it hereunder at the hourly rates set forth in Exhibit F. For each Assigned Staff hired on or after, September 1, 2018, CLIENT shall pay STAFFING FIRM for its performance of the services required of it hereunder at the hourly rates set forth in the First Amended Exhibit F (10/23/18). CLIENT shall maintain a time sheet for each Assigned Staff which shall be approved by CLIENT and the relevant Assigned Staff. CLIENT shall provide such timesheets to STAFFING FIRM semi-monthly, no later than 3 business days following the conclusion of the pay period. Payment is due on all undisputed amounts within thirty (30) days of receiving an invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Staff. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Staff authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.
- b. STAFFING FIRM shall charge CLIENT premium rates for overtime or holiday work only when an Assigned Staff's work on assignment to CLIENT, viewed by itself, would legally require overtime or holiday pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such overtime holiday work time. CLIENT's billing rate for premium/overtime hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.) STAFFING FIRM shall cooperate with CLIENT to try to minimize need for premium work time and application of special rates to CLIENT.
- c. In addition to the rates specified in Exhibit F of this Agreement, CLIENT will pay STAFFING FIRM the amount of increased labor costs associated with CLIENT's Assigned Staff that STAFFING FIRM demonstrates to CLIENT's satisfaction that STAFFING FIRM is legally required to pay, such as wages, benefits, payroll taxes, social program contributions, or charges linked to benefit levels, until the parties agree on new bill rates.
- d. Within ten (10) business days of receipt of the request for payment together with supporting invoices, CLIENT shall reimburse STAFFING FIRM for the cost of the insurance coverages required of STAFFING FIRM pursuant to Paragraph 2 (a) xi and in an amount not to exceed twenty thousand dollars (\$22,000).

5. Confidential Information/Non Solicitation or Hiring

- a. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. Notwithstanding the foregoing, STAFFING FIRM understands and acknowledges that CLIENT is a public entity under California law, and as such is obligated to conduct its business subject to the meeting requirements of the Ralph M. Brown Act, which calls for most business to be conducted publicly, and renders certain CLIENT's records public records for the purposes of the California Public Records Act and public rights of access. CLIENT's compliance with both shall not constitute a breach of this provision.
- b. **Compensation for Hiring Assigned Staff**
In the event CLIENT hires any Assigned Staff during the Terms of the Agreement and during the one (1) year period after the expiration or termination of the Agreement for the purposes of working in the Extended Care Program (Club Oak Park or other before- or after-school program), CLIENT shall pay STAFFING FIRM the sum of five thousand dollars (\$5,000.00) for each Assigned Staff member to compensate STAFFING FIRM for its cost in finding and replacing such person and not as a penalty. CLIENT shall pay no compensation in the event STAFFING FIRM initiates the termination of the Staffing Agreement or in the event STAFFING FIRM and CLIENT determine mutually to discontinue the Agreement at any time.
 1. During the 45 days immediately following the conclusion of the Summer Gap program, CLIENT shall have the ability to hire a maximum of four (4) Assigned Staff without incurring the compensation listed above.
 - a. In the event CLIENT does not hire all four (4) Assigned Staff during the 45 day window listed above, CLIENT shall have the ability to hire up to two (2) Assigned Staff after the 45 day period listed above, provided the total Assigned Staff hired under this provision doesn't exceed a maximum of four (4) in any one program year (*ex. one is hired in the 45 day window, CLIENT can hire up to two (2) Assigned Staff after that window OR if three (3) Assigned Staff are hired in the 45 day window, CLIENT can hire up to one (1) Assigned Staff after that window*), at no additional cost.

6. Compliance with Laws

- a. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Staff.
- b. STAFFING FIRM shall cooperate with all reasonable requests of the CLIENT relating to policies for after school care, as the District may adopt from time to time, and if STAFFING FIRM objects to any policies to do so in writing promptly on receipt to the CLIENT but STAFFING FIRM shall follow the policies until otherwise resolved between CLIENT and STAFFING FIRM

- c. STAFFING FIRM and all STAFFING FIRM's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
- d. STAFFING FIRM shall assure that all Assigned Staff are educated in, and aware of all applicable laws as to permissible and impermissible behavior relative to conduct with CLIENT, CLIENT's employees and children in CLIENT's after school care program, and to engage in no unlawful and wrongful conduct with same.

7. Insurance

- a. STAFFING FIRM shall, at its sole cost and expense, procure and maintain, for the duration of and period of service under this Agreement, including such tail and post-service coverage for actions and claims during the service period, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services required by STAFFING FIRM hereunder by, or any actions, omissions to act, wrongful or intentional acts, or losses, claims or damages arising out of same, by the STAFFING FIRM, STAFFING FIRM's agents, representatives, officers, employees, or subcontractors (of all tiers), and by the STAFFING FIRM's Assigned Staff. Coverage for STAFFING FIRM, including any excess or umbrella coverage for STAFFING FIRM as required under this Agreement, shall be primary and first exhausted in lieu of any such insurance or risk pool benefits provided to CLIENT under any coverage instruments issued to it by the Ventura County Schools Self-Funding Authority ("VCSSFA"). Such coverage provided by STAFFING FIRM shall name the CLIENT as an Additional Insured and have primary limits per occurrence of no less than \$1,000,000 and in the aggregate of \$ 3,000,000, and excess umbrella coverage of \$10,000,000.
- i. If STAFFING FIRM is providing services that require STAFFING FIRM to transport CLIENT personnel, students, or property, commercial automobile liability insurance in an amount not less than \$10,000,000 combined single limit and a \$10,000,000 aggregate. The CLIENT, its governing board, and their officials, employees, volunteers, and agents shall be named as additional insureds by endorsement to the same level of coverage as STAFFING FIRM.
- ii. Workers' compensation benefits or coverage on the Assigned Staff, in amounts no less than required by law and statutory limits.
- iii. Umbrella liability insurance with limits of \$10,000,000 aggregate, as to which CLIENT, its governing board, and their officials, employees, volunteers, and agents shall also be named as Additional Insured, and which extends coverage for claims, suits and losses including, but not

limited to, claims against STAFFING FIRM, STAFFING FIRM's agents, representatives, officers, employees or subcontractors (of all tiers), and by the STAFFING FIRM'S Assigned Staff.

- b. Acceptability of Insurers. The insurance required herein must be placed with carriers as follows:
- i. Non-admitted in California and subject to Section 1763 of the California Insurance Code with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater as reported by A.M. Best company or equivalent, or
 - ii. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater as reported by A.M. Best Company or equivalent, or
 - iii. For Worker's Compensation only, admitted (licensed) in the State of California.
- c. Verification of Coverage. Each party shall furnish the documentation as requested prior to performing the services and, at least 30 days prior to expiration of the insurance required herein, furnish renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. Each party reserves the right to require complete, certified copies of all insurance required herein at any time. Each party shall notify the other in writing within five business days if any insurance required herein is voided by the insurer or cancelled by the insured. This notice shall be sent by certified mail, return receipt requested, and shall include a certificate of insurance and the required endorsements for the replacement coverage.
- d. Primary Coverage. It is understood that all primary and excess or umbrella coverage provided by STAFFING FIRM shall be primary and respond first in the event of any claims, suits, demands or losses which are due to or arise out of the actions, omissions to act, negligence or other conduct of STAFFING FIRM, STAFFING FIRM's agents, representatives, officers, employees or subcontractors (of all tiers), and STAFFING FIRM'S Assigned Employees or Assigned Staff, and that CLIENT shall be named as an Additional Insured on all policies as required under this Agreement. CLIENT is a member of a risk sharing pool, which is not insurance or an insurer under California law, and as such STAFFING FIRM agrees and waives any legal or other positions as to pro rata participation or primary status of any coverage CLIENT has or obtains, and that as a precondition of this Agreement all STAFFING FIRM coverages as described shall respond first and only as to matters referenced and claims, losses, suits or

otherwise for STAFFING FIRM and CLIENT as an Additional Insured under STAFFING FIRM's policy or policies, and all policies secured by STAFFING FIRM shall conform to this provision.

- e. Documentation Required. The certificates and endorsements shall be received and approved by CLIENT and STAFFING FIRM before work commences. As an alternative, the CLIENT and STAFFING FIRM may submit certified copies of any policy that includes the required endorsement language set forth herein.
- f. Endorsements. The following is required for the insurance policies, to CLIENT's reasonable satisfaction:
 - "ADDITIONAL INSURED" endorsement naming the other party, its governing board, and their officials, employees, volunteers, and agents as additional insureds.
 - The policies shall provide that the other party shall be entitled to ten (10) days' written notice prior to the effective date of cancellation or nonrenewal of the policy, if cancelled for nonpayment and thirty (30) days for all other reasons, or reduction in coverage, by certified mail, return receipt requested.

8. Term; Termination for Breach

This Agreement shall be for a term of one (1) year commencing on the date on which both parties have executed the Agreement ("Term"). Either party may terminate the Agreement if the other party is in material breach of the Agreement and such breach has not been corrected after written notification of the breach and thirty (30) day opportunity to cure.

9. Minimum Hours Per Day

Each month CLIENT will send STAFFING FIRM notice of how many Assigned Staff are anticipated to be needed for the month. If CLIENT limits an Assigned Employee's work day to fewer than 50% of the hours of a shift that was requested by CLIENT, STAFFING FIRM may be required (by California law) to pay Assigned Employee 50% of the scheduled shift hours, and may bill CLIENT 50% of the hours paid to the Assigned Employee.

10. Late Payment Penalty

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any undisputed balances after thirty (30) days from the date of receipt at the compounded rate of 1.5% per month (Annual Percentage Rate of 18%) or the maximum legal rate, whichever is less, calculated from the date of receipt.

11. Nature of Relationship

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will

be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

12. Headings

The headings of the paragraphs of this Agreement are inserted solely for the convenience of reference. They will in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement.

13. Arbitration

Any controversy or dispute between the parties arising out of this Agreement including, but not limited to, interpretation, breach and performance, will be resolved by arbitration with Benchmark Resolution Group, 633 W 5th Street, Los Angeles, California, or Adjudicate West, 11601 Wilshire Boulevard, Los Angeles, California at the location closest to CLIENT's office or other agency mutually agreeable to the parties. The costs of arbitration and of the arbitrator will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14. Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

15. Choice of Law

This Agreement will be governed by and construed in accordance with the laws of the state of California, without reference to any conflicts of law principles thereof.

16. Assignment of Agreement

Neither party shall transfer or assign this Agreement without the written consent of the other party, and any attempted assignment without such consent shall immediately terminate this Agreement.

17. Indemnification and Limitation of Liability

- a. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its directors, governing board, officers, agents, representatives, volunteers, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's or Assigned Staff's willful misconduct, gross negligence or breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence or the gross negligence, intentional acts or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or agents, or of or by Assigned Staff in the performance of the

duties herein

- b. To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) (i) to the extent caused by CLIENT's breach of this Agreement; (ii) its failure to discharge its duties and responsibilities set forth in paragraph 3 of the Agreement; (iii) the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities, and (iv) in any causes of action accruing after the termination of the Agreement or expiration of its Term.

As a condition precedent to indemnification, the party seeking indemnification shall inform the other party in writing within 10 calendar days after it becomes aware of an incident that may give rise to a right of indemnity or receives notice whether oral or written of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification shall cooperate in the investigation and defense of any such matter.

18. Disallowance

By executing this Agreement, STAFFING FIRM certifies that STAFFING FIRM is not suspended, debarred, or otherwise excluded from participation in any federal or state school programs. Staffing Firm acknowledges that this certification of eligibility to receive state or federal funds is a material term of this Agreement.

19. Nonappropriation

This Agreement is subject to the budget and fiscal policies, regulations and practices of the CLIENT, and approval and appropriation of funds for the Program. Charges will accrue only after prior written authorization is provided by the CLIENT's governing board, proper execution of this Agreement by the parties, and written certification to STAFFING FIRM by the CLIENT as to the availability of funds. The CLIENT has no obligation to renew this Agreement after expiration of its Term.

20. Conflict of Interest

1. STAFFING FIRM shall disclose to CLIENT any outside activities or interests that are related, directly or indirectly, to any activity that STAFFING FIRM may be involved with on behalf of the CLIENT. In addition, STAFFING FIRM shall comply with all provisions of the Political Reform Act, California Government Code, Sections 81000, et seq. and implementing regulations, as applicable, and in accordance with the CLIENT's Conflict of Interest Code, which is available at CLIENT's website (<https://www.oakparkusd.org/site/Default.aspx?PageID=23>) as Board Bylaw 9270 and Exhibit 9270, and incorporated herein by this reference. STAFFING FIRM shall be subject to the broadest disclosure category in the CLIENT's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee.

21. Work Performed on CLIENT'S Properties

Contractor shall comply with the following:

- (a) Identification: When performing work on CLIENT property, STAFFING FIRM shall be in appropriate work attire (or uniform, if applicable) at all times. If STAFFING FIRM does not have a specific uniform, then STAFFING FIRM shall provide identification tags and/or any other mechanism the CLIENT in its reasonable discretion determines is required to easily identify STAFFING FIRM. STAFFING FIRM and its employees shall (i) display on their clothes the above-mentioned identifying information and (ii) carry photo identification and present it to any CLIENT personnel upon request. If STAFFING FIRM cannot produce such identification or if the identification is unacceptable to CLIENT, CLIENT may provide at its sole discretion and expense, CLIENT-produced identification tags to STAFFING FIRM. CLIENT, at its sole expense shall provide shirts for the ASSIGNED STAFF to wear. CLIENT, at its sole expense shall provide any additional items required for identification. Sign-in Required: As required by schools and other CLIENT locations, each day STAFFING FIRM's employees are present on CLIENT property, those employees may be required to sign into the location's main office to receive an in-school identification/visitors tag. STAFFING FIRM employees must display this tag on their person at all times while on CLIENT property.
- (b) No Smoking: All CLIENT properties are tobacco-free zones; STAFFING FIRM is prohibited from using any tobacco product on CLIENT property.
- (c) No Drugs: All CLIENT properties are drug-free zones.
- (d) No Weapons or Firearms: Except as provided by statute and CLIENT policy, all CLIENT properties are weapons- and firearms-free zones; STAFFING FIRM Assigned Staff is prohibited from possessing on its persons or in their vehicles any weapons or firearms while on CLIENT property.

22. Miscellaneous

- a. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
- b. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
- c. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
- d. This Agreement and the exhibits attached to it contain the entire

understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

- e. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- f. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- g. Any notice or other communication will be deemed to be properly given upon receipt when sent via email, the United States Postal Service, or a nationally recognized courier, to the address of the party set forth below.
- h. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT
Oak Park Unified School District

STAFFING FIRM
Educational Learning
Opportunities, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Address

Address

Exhibit A

Hiring Process & Procedure

Education At Play, Inc. dba Educational Learning Opportunities, Inc. ("STAFFING FIRM") will use the following procedure and program to recruit all Assigned Staff for Oak Park Unified School District ("CLIENT").

STAFFING FIRM will:

- Provide a website with pertinent job details
- Provide an online application for applicants to complete
- Conduct group interviews for all applicants, assuming a minimum of 3 candidates are being considered at a time
 - Group interview will consist of a teaching component, a participation component, and a discussion component
- Conduct individual interviews of each applicant
- Receive a minimum of three (3) individual references through phone calls with each reference; written references would be in addition to the phone references listed above
- Conduct a background check using a background check service acceptable to CLIENT, and in compliance with Education Code section 45125 et seq.

Upon hiring of Assigned Employee, STAFFING FIRM will:

- Provide necessary forms as determined by CLIENT through WorkBright.com (or similar)
- Conduct training as outlined in Exhibit C that is the responsibility of STAFFING FIRM

EXHIBIT B

CLIENT'S LOCATIONS

Club Oak Park: Brookside Elementary
165 Satinwood Avenue, Oak Park, CA 91377
818 597-4219

Club Oak Park: Oak Hills Elementary
1010 Kanan Rd, Oak Park, CA 91377
818 707-4227

Club Oak Park: Red Oak Elementary
4857 Rockfield St, Oak Park, CA 91377
818 707-7979

Club Oak Park: Medea Creek Middle School
1002 Doubletree Rd, Oak Park, CA 91377
818 707-7924

Exhibit C

Training Program

Outline of Training Program

Educational Learning Opportunities, Inc. dba Developing Outdoors ("STAFFING FIRM") will design and execute a training program to prepare the employees and Assigned Staff of Oak Park Unified School District ("CLIENT"). Training program remains the property of STAFFING FIRM and elements may not be used by CLIENT without the written consent of STAFFING FIRM.

The general type of topics of Training Program led by STAFFING FIRM:

- Name Games/Ice Breakers (start each day with these)
- "Club Oak Park" Culture
- Expectations for working with children
- Staff Exercises
- Attention Getters-how to get your groups' attention and keep it
- Staff Roles in Club Oak Park
- Role Plays
- Games & Activities (Play a different game every few hours)
- Parent Perspectives and Expectations
- Electronics/Social Networking Policies
- Group think
- Questions/comments
- Initiatives/Team building activities
- Walkie Talkie Protocol
- Site Time
- Activity lead by Site Leaders

The general topics of Training Program led by CLIENT:

- Daily Protocol
- Program Structure
- Child Abuse
- Sexual Harassment
- Mandated Reporter
- Emergency Procedures
- First Aid / Bloodborne Pathogens

Schedule of Training Program

STAFFING FIRM estimates the following training schedule:

- One facilitated training session for Lead staff up to eight (8) hours.
- Three facilitated training sessions for Lead and General staff up to eight (8) hours each (volunteers not included).

Exhibit D

Benefits Waiver for Assigned Staff

Agreement and Waiver

In consideration of my assignment to Oak Park Unified School District ("CLIENT") by Education At Play, Inc. dba Educational Learning Opportunities, Inc. ("STAFFING FIRM"), I agree that I am solely an employee of STAFFING FIRM for benefits plan purposes and that I am eligible only for such benefits as STAFFING FIRM may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by STAFFING FIRM and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future, to such benefits and agree not to make any claim for such benefits.

EMPLOYEE

Signature

Printed Name

Date

Exhibit E

Confidentiality Agreement for Assigned Staff

Assigned Employee Confidentiality Agreement

As a condition of my assignment by Education At Play, Inc. dba Educational Learning Opportunities, Inc. ("STAFFING FIRM") to Oak Park Unified School District ("CLIENT"), I hereby agree as follows:

1. I will not use, disclose, or in any way reveal or disseminate to unauthorized parties any information I gain through contact with students, staff, materials, or documents that are made available through my employment with STAFFING FIRM, assignment at CLIENT, or which I learn about during such assignment.
2. I will not disclose or in any way reveal or disseminate any information pertaining to STAFFING FIRM, CLIENT, or its operating methods and procedures that come to my attention as a result of this assignment.
3. Under no circumstances will I remove physical or electronic documents or copies of documents from the premises of CLIENT or STAFFING FIRM.
4. I understand that I will be responsible for any direct or consequential damages resulting from any violation of this Agreement.
5. The obligations of this Agreement will survive my employment by STAFFING FIRM.

EMPLOYEE

Signature

Printed Name

Date

Amended Exhibit F (4/29/19) - Hourly Rates

Staff Hired School Year 2019-20		
Pay rate to Staff		
Salary Base	Will increase as necessary with minimum wage increases. CLIENT will determine the increased amount.	
\$minimum wage in Ventura County	Assistant Mentor	
\$15	Entry Level	
\$16	Advanced Degree (Credential or Masters) in applicable subject	
\$17	Hired Pre-9/1/18: Advanced degree in child development field OR Credentialed teacher	
\$18	Student Support Specialist	
\$19	Assistant Leader/Art Coordinator	
Experience Qualifications	Can be grouped together with a maximum of four (4)	
\$0.25	Per Experience Qualification	
	- College Degree (undergraduate - Entry Level Only)	
	- 1 year applicable experience	
	- 2 years applicable experience	
	- 2+ years applicable experience	
	- Applicable/specialized work with OPUSD	
	- Student Teaching experience	
<p><i>Example: Joe started last year and has his college degree. This year, he would make \$15.50 (\$15 base + .25 for degree + .25 for 1 year experience)</i></p>		
<p><i>District will be billed at 37% increase over corresponding staff salary rates for general & overtime hours.</i></p>		
<p><i>District will be billed at 15% increase over corresponding staff salary rates for sick time.</i></p>		

TO: MEMBERS, BOARD OF EDUCATION

FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT

DATE: JULY 29, 2019

SUBJECT: A.2. APPROVE PURCHASE OF GOGUARDIAN LICENSES AND THE CALIFORNIA DATA PRIVACY AGREEMENT ASSOCIATED WITH GOGUARDIAN TO BE FUNDED JOINTLY FROM MEASURE S BOND FUND AND THE GENERAL FUND

ACTION

ISSUE: Shall the Board approve both the purchase of the GoGuardian licenses for the District's 1:1 Chromebook Program and the Data Privacy Agreement that is associated with this purchase for the 2019-20 fiscal year?

BACKGROUND: Board approved Project 19-07F expands the district's 1:1 Take Home Chromebook Program to grades 5-12 for the 2019-20 school year. The purchase of 2140 Chromebooks for this project also requires management software to enable the Chromebooks to be configured and monitored remotely. The district relies on GoGuardian management software and services to help teachers monitor student Chromebook use in class, to provide internet web filtering for Chromebooks that go home, and to provide automated reports to administrators on questionable activity or threatening behaviors while students are online or using any of the Google educational suite of collaboration tools. GoGuardian has provided a new Data Privacy Agreement based on the California Student Data Privacy Agreement (v2.0) template to ensure that it is in compliance with State and Federal Student Data Privacy regulations. Approval of this agreement is required for the renewal and expansion of GoGuardian services to include the new Chromebooks.

FISCAL IMPACT: The cost of the proposed licenses will be split equally between Measure S and the general fund since GoGuardian will cover both the newly purchased Chromebooks from Project 19-07F and existing district Chromebooks. The total cost of the annual license is \$35,280.00 of which \$17,640.00 will be charged to the General Fund, and \$17,640.00 will come from Measure S. These have been included in the Business and Administrative Services budget for 2019-20.

ALTERNATIVES:

1. Approve the purchase of licenses and data privacy service agreement with GoGuardian for the 2019-20 fiscal year.
2. Do not approve purchase and agreement.

RECOMMENDATION: Alternative No. 1

Prepared by:
Enoch Kwok, Director of Information Technology
Brendan Callahan, Director of Bond Program, Sustainability, Maintenance, and Operations
Adam Rauch, Assistant Superintendent, Business and Administrative Services

Respectfully submitted:

Anthony W. Knight, Ed.D
Superintendent

SPECIAL BOARD MEETING, JULY 29, 2019

Approve Purchase Of GoGuardian Licenses and the California
Data Privacy Agreement Associated with Goguardian to be Funded
Jointly from Measure S Bond Fund and the General Fund
Page 2 of 2

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____

ORDER FORM



QUOTE # Q-89580
DATE 5/28/2019
EXPIRATION DATE 6/27/2019

Bill To

Oak Park Unified School District
5801 Conifer St
Oak Park, California 91377
United States

Ship To

Enoch Kwok
Oak Park Unified School District
5801 Conifer St
Oak Park, California 91377-1000
United States
818-735-3201
ekwok@opusd.org

Thank you for your interest in GoGuardian's products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and the organization listed below ("**Organization**," "**you**" or "**your**"), and together with GoGuardian's Product Terms of Service and End User License Agreement available at www.goguardian.com/eula.html (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. GoGuardian does not agree to any other terms, including without limitation any terms on your Organization's purchase order.

SUBSCRIPTION FEES

Base Subscription Fees. Your base subscription fees for the Initial Term are based on the following Licensed Products and the number of Licenses specified below:

QTY	PART #	DESCRIPTION	Start Date	End Date	Rate	Extended
4,200	GG-BAT1Y-003500	Bundle - Admin/Teacher	7/31/2019	7/30/2020	\$8.40	\$35,280.00
TOTAL:						\$35,280.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By : _____

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

AND

Provider:

Liminex, Inc. D/B/A GoGuardian

Date:

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the (hereinafter referred to as “LEA”) and Liminex, Inc. D/B/A GoGuardian (hereinafter referred to as “Provider”) on . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:

Please see Exhibit "A"

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.

- b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA’s designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider’s Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: _____

Title: _____

Contact Information:

The designated representative for the Provider for this Agreement is:

Name: Advait Shinde _____

Title: CEO _____

Contact Information:

200 N. Pacific Coast Highway #200 _____

El Segundo, CA 90245 _____

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____

Title: _____

Contact Information:

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

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

Provider: Liminex, Inc. D/B/A GoGuardian

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Local Education Agency:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT “A”

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

- GoGuardian Admin: Content-filtering and alerting
- GoGuardian Beacon: Suicide and self-harm alert and notification tool
- GoGuardian DNS: Network-level filtering
- GoGuardian Fleet: Device management
- GoGuardian Teacher: Classroom management

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	x (including, student-teacher chats in chat feature of GoGuardian Teacher)

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	X

Parent/ Guardian ID	Parent ID number (created to link parents to students)	X
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	GoGuardian's then-current Product Privacy Policy (https://www.goguardian.com/productPrivacy.html) describes the Student Data and other information collected.

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT “D”

DIRECTIVE FOR DISPOSITION OF DATA

_____ directs Liminex, Inc. D/B/A GoGuardian to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<u>Extent of Disposition</u> Disposition shall be:	_____ Partial. The categories of data to be disposed of are as follows: _____ Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	_____ Destruction or deletion of data. _____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	_____ As soon as commercially practicable _____ By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Oak Park USD and which is dated July 29, 2019 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Liminex, Inc. D/B/A GoGuardian

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: _____

Title: _____

Email Address: _____

EXHIBIT “F” DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

GoGuardian has taken the below security measures as part of GoGuardian’s security program:

- Physical Security : Our offices have an access control and surveillance monitoring solution.
- Device Security : All our desktops and laptops utilize two factor authentication and have virus control software.
- Hosting Security: We are hosted in AWS and GCP and leverage their network infrastructure and security controls. All traffic from product endpoints is SSL encrypted.
- Backup and Data Recovery : Backups for our products and data are stored in AWS S3, and are encrypted. We have a disaster recovery plan.
- Change management & Incident Handling : We manage changes to software using pull request, peer reviews. We have a security incident handling procedure and maintain run book for our products.

TO: MEMBERS, BOARD OF EDUCATION
FROM: DR. ANTHONY W. KNIGHT, SUPERINTENDENT
DATE: JULY 29, 2019
SUBJECT: A.3. APPROVE REPONSE TO GRAND JURY REPORT – SCHOOL IMPLEMENTATION OF SEX EDUCATION PROGRAMS

ACTION

ISSUE: Shall the Board approve the District’s response to the Grand Jury Report on School Implementation of Sex Education Programs?

BACKGROUND: On May 15, 2019, the Ventura County 2018-2019 Grand Jury Report entitled “School Implementation of Sex Education Programs” was delivered to all school districts throughout Ventura County. The District is required to provide a response in accordance with Penal Code 933 within 90 days to this report. The response to this Report along with the report from the Grand Jury is included for the Board’s review.

FISCAL IMPACT: None

ALTERNATIVES:

1. Approve Response to the Grand Jury Report on School Implementation of Sex Education Programs
2. Amend and approve the Response to the Grand Jury Report

RECOMMENDATION: Alternative 1

Prepared by:
Dr. Jay Greenlinger, Director of Curriculum and Instruction

Respectfully submitted,

Anthony W. Knight, Ed.D.
Superintendent

Board Action: On motion of _____, seconded by _____, the Board of Education:

VOTE:	AYES	NOES	ABSTAIN	ABSENT
Hazelton	_____	_____	_____	_____
Helfstein	_____	_____	_____	_____
Laifman	_____	_____	_____	_____
Rosen	_____	_____	_____	_____
Ross	_____	_____	_____	_____

July 30, 2019

Sent via Email and US Mail

Ira Schoenwald, Chair
Kathleen Diamond, Foreperson
County of Ventura Grand Jury
800 S. Victoria Avenue
Ventura, CA 93009

Dear Mr. Schoenwald and Ms. Diamond:

On May 15, 2019, the Oak Park Unified School District received a copy of the 2018-19 Ventura County Grand Jury Final Report entitled, *School Implementation of Sex Education Programs*. In that report, the Grand Jury required responses from the Oak Park Unified School District to the following recommendations: R-01, R-02, R-03, R-04, R-05, R-06, and R-07.

We are pleased to provide the attached response in accordance with Penal Code 933 and 933.05. Please note that all referenced documents can be accessed by using the following link to a shared Google Drive: <http://bit.ly/OPUSDgrandjury2019>

If you have any questions regarding the information presented in this response, please contact Dr. Jay Greenlinger, Director of Curriculum and Instruction, at (818) 735-3271, or jgreenlinger@opusd.org.

Sincerely,

Dr. Anthony Knight
Superintendent

Response to Grand Jury Report Form

Report Title: School Implementation of Sex-Education Programs

Report Date: April 10, 2019 (Received May 15, 2019)

Response by: Dr. Jay Greenlinger Title: Director of Curriculum and Instruction
Oak Park Unified School District

Findings:

- We agree with the findings/conclusions numbered: C-01, C-02, C-03, C-04, C-05
- We disagree wholly or partially with the Findings/Conclusions numbered: N/A
(Attach a statement specifying any portions of the Findings/Conclusions that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered (R-05, R-06, and R-07) have been implemented.
- Recommendations numbered R-03 have not yet been implemented, but will be implemented in the future.
(Timeframe for the implementation included on page 3.)
- Recommendations numbered (None) require further analysis.
- Recommendations numbered (R-01, R-02, R-04) are not applicable. According to the Grand Jury report's conclusions, OPUSD was already in compliance with these recommendations.

Date: July 30, 2019

Signed:

Number of Pages Attached: 2

RESPONSE TO GRAND JURY REPORT
School Implementation of Sex Education Programs
April 10, 2019 (Received May 15, 2019)
Oak Park Unified School District

All documents referenced in this response can be accessed in this Google Drive folder:
<http://bit.ly/OPUSDgrandjury2019>

RECOMMENDATION 3: The Grand Jury recommends that school districts provide an alternative educational curriculum to students opting-out of sexual-education classes that closely aligns with the Legislature’s intent that “instruction and materials shall provide pupils with knowledge and skills for making and implementing health decisions ... including negotiation and refusal skills...” The details of the alternative curriculum should be included in the notice to parents or guardians. The Life Skills curriculum established by the Moorpark Unified School District is an example of such an alternative.

Time frame for implementation of this recommendation:

September, 2019- Assemble a group of teachers and parents to create alternative assignments for each grade where Sexual Health is taught.

October, 2019- Present alternative assignments to teachers for feedback. Finalize alternative assignments.

November, 2019- Present alternative assignments to Curriculum Council for recommendation for Board approval. Present recommended alternative assignments to Board for approval.

December-May, 2019- Alternative assignments will be given in the case of a student opt out.

RECOMMENDATION 5: The Grand Jury recommends that the school districts facilitate the opt-out process by including a single form that can be signed and returned, indicating that parents or guardians wish to have their child excused from sexual-educational instruction and surveys.

OPUSD has created a separate opt out form to accompany the parent notification letter prior to sex-education instruction. The form can be found in the Google Drive folder here: <http://bit.ly/OPUSDgrandjury2019>

RECOMMENDATION 6: The Grand Jury recommends that the school districts notify parents or guardians that they may opt-out their children from any part of sexual-education classes or surveys, while allowing them to attend or participate in others.

According to OPUSD Administrative Regulation 6142.1 (f), “parent/guardians

have a right to “opt-out” their child from all or part of comprehensive sexual health or HIV prevention education.” This language also appears in the *Notice of Rights and Responsibilities*, which can be found in the Google Drive folder here: <http://bit.ly/OPUSDgrandjury2019>

While OPUSD complies with the ‘may’ provision in California Education Code 51938(4)(c) through the OPUSD Annual Notice of Parent Rights & Responsibilities, OPUSD **does not** administer sexual behavior surveys to students.

RECOMMENDATION 7: The Grand Jury recommends that school districts provide a more complete explanation in the annual parent/guardian notification of any surveys to be taken concerning sexual behavior of students.

While OPUSD complies with the ‘may’ provision in California Education Code 51938(4)(c) through the OPUSD Annual Notice of Parent Rights & Responsibilities, OPUSD **does not** administer sexual behavior surveys to students.

The *Notice of Rights and Responsibilities* can be found in the Google Drive folder here: <http://bit.ly/OPUSDgrandjury2019>

county of ventura

Grand Jury
800 South Victoria Avenue
Ventura, CA 93009
(805) 477-1600
Fax: (805) 658-4523

grandjury.countyofventura.org

May 7, 2019

Confidential

Dr. Tony Knight
Oak Park Unified School District
5801 Conifer Street
Oak Park, CA 91377

Deliver this report to the person or office indicated above.

By signing you confirm delivery of this Grand Jury Report.

Please keep in mind that this report must be kept confidential until its public release by the Grand Jury.

Received by:

Signature:

L. Lamm

Print name:

Job Title:

Date:

5/15/19

Ventura County Grand Jury 2018 - 2019



Final Report

School Implementation of Sex-Education Programs

April 10, 2019

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county of ventura

Grand Jury
800 South Victoria Avenue
Ventura, CA 93009
(805) 477-1600
Fax: (805) 658-4523

grandjury.countyofventura.org

May 7, 2019

Confidential

Dr. Tony Knight
Oak Park Unified School District
5801 Conifer Street
Oak Park, CA 91377

Dear Dr. Knight,

The Ventura County Grand Jury has completed the attached report titled *School Implementation of Sex Education Programs*. This copy of the report is being provided to you two days in advance of its public release, as required by California Penal Code §933.05 (f), which states:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Please check the last page of text of the report for the timing of your response, if any, as required by the Penal Code. Section 933.05 of the Penal Code is attached for your reference. Also attached is a form for your responses to Grand Jury findings/conclusions and recommendations.

Please keep in mind that this report must be kept confidential until its public release by the Grand Jury.

Respectfully,



Kathleen Diamond, Foreperson
2018-2019 Ventura County Grand Jury



Grand Jury
800 South Victoria Avenue
Ventura, CA 93009
(805) 477-1600
Fax: (805) 658-4523

grandjury.countyofventura.org

Response to Grand Jury Report Form

Report Title: _____

Report Date: _____

Response by: _____ Title: _____

FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: _____
- I (we) disagree wholly or partially with the Findings / Conclusions numbered: _____

(Attach a statement specifying any portions of the Findings / Conclusions that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
(Attach a summary describing the implemented actions and date completed.)
- Recommendations number _____ have not yet been implemented, but will be implemented in the future.
(Attach a time frame for the implementation.)
- Recommendations numbered _____ require further analysis.
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

Date: _____ Signed: _____

Number of pages attached: _____

School Implementation of Sex-Education Programs

Summary

On October 1, 2015, Gov. Jerry Brown signed into law the California Healthy Youth Act (AB 329) amending California Education Code Sections 51930-51939. The law requires school districts to ensure that all pupils in grades 7 through 12 receive comprehensive sexual health and HIV/AIDS prevention education. (Ref-01)

The law states that school districts shall notify the parent or guardian of each pupil about any instruction to be given as part of comprehensive sexual-health education, HIV/AIDS prevention, and any research surveys that may be conducted regarding student health behaviors and risks. The notice must be given at the beginning of each school year or, for students who enroll after that date, at the time of the student's enrollment. (Ref-03)

The 2018-2019 Ventura County Grand Jury (Grand Jury) investigated 18 Ventura County school districts and County-operated schools concerning the implementation of those provisions of AB 329 that pertain to the notification of parents or guardians, including the requirement to provide written requests to excuse, or opt-out, students from mandated sex-education and HIV/AIDS protection curriculum and surveys. (Ref-03)

The Grand Jury found that all but one of the districts investigated had enacted policies and procedures implementing AB 329. However, these districts did not provide information to parents or guardians that no penalty would be imposed on their children if they opted-out of the sex-education curriculum, or related surveys. Most did not provide information that an alternative curriculum would be provided to students who opted-out. (Ref-05)

Additionally, 15 districts did not provide notice to parents or guardians that they had the right to opt-out their children from only part of the sex-education curriculum while participating in other parts of the curriculum. (Ref-03)

The Grand Jury understands the potentially sensitive and difficult nature of implementing AB 329. However, the Grand Jury recommends greater clarity in school district notifications that explain the rights and options of parents or guardians. This should include the details of the curriculum and student surveys, making it easier for parents or guardians to state their preferences as recognized by the intent of the Legislature. (Ref 03)

Background

With the passage of AB 329, parents or guardians are required to request in writing that their children be opted-out from participation in all or part of the comprehensive sexual-health and HIV/AIDS prevention programs. (Ref-03)

The law states that at the beginning of the school year or at the beginning of their child's enrollment, parents or guardians shall be notified of their right to review any

and all materials to be utilized in the instruction of sexual-health and HIV/AIDS prevention, as well as the content of any surveys of sexual behavior. (Ref-04)

If parents or guardians fail to provide a written opt-out, the law mandates that a student will receive the entire sexual-health education curriculum and will be asked to participate in all surveys of sexual practices given by the district. (Ref-05)

Further, AB 329 states that any student who is by parental request excluded from sexual-health education may not be subject to academic penalty, disciplinary action or other sanctions.

Additionally, an alternative educational activity must be made available to students whose parents or guardians have requested that their children not receive the instruction or participate in questionnaires or surveys. (Ref-06)

The Grand Jury's investigation focused on the extent to which the school districts have implemented AB 329. The Grand Jury's conclusions and recommendations only pertain to school districts' compliance and best practices with the requirements of AB 329 as currently written.

Methodology

The Grand Jury sent surveys to 18 school districts in Ventura County (County) and the schools administered by the Ventura County Office of Education (VCOE), inquiring as to the policies and practices implementing the requirements of AB 329. Additionally, the Grand Jury performed internet searches, reviewed websites and conducted interviews. This report excludes Briggs Elementary School District, as it is not subject to the requirements of AB 329.

Facts

- FA-01.** The Grand Jury found of the County's 17 school districts surveyed and the schools administered by the VCOE, all have implemented various policies, practices and procedures in keeping with AB 329 except Conejo Valley Unified School District (Conejo), which was still developing policies at the time of the Grand Jury's survey.
- FA-02.** The Grand Jury found that Conejo, Moorpark Unified School District (Moorpark) and Mupu Unified School District (Mupu) are the only districts to establish and describe what the alternative educational activity would be for students opting-out of the sex-education curriculum. All the other districts did not specify an alternate educational activity in the materials sent to parents or guardians.
- FA-03.** The Grand Jury found that only Mupu provided information to the parents or guardians that their children could be excused from participation in all or in part of the sex-education instruction.
- FA-04.** The Grand Jury found that only Mupu, Oxnard Union High School District (Oxnard Union), Oak Park Unified School District (Oak Park), Simi Valley Unified School District (Simi) and Moorpark notified parents or guardians that any student who opted-out of the sex-education program will not be subject to academic penalty or disciplinary action.

- FA-05.** The Grand Jury found that in their annual handbook to parents or guardians, only Conejo, Port Hueneme Unified School District (Port Hueneme), Oxnard Union and Mupu informed parents or guardians of their right to review any and all materials to be utilized in instruction of the sex-education classes at the beginning of the school year or the beginning of a child's enrollment. Only Oxnard Union provided a website to conveniently review the curriculum.
- FA-06.** The Grand Jury found that information regarding sex-education curricula and surveys sent to parents or guardians in the schools' general handbooks were not easily found.
- FA-07.** The Grand Jury found that only Oxnard, Ventura Unified School District (Ventura), Somis, Ojai School District (Ojai) and Port Hueneme provided a form that could be returned to the district enabling a parent or guardian to conveniently provide a written request that the child opt-out from the sexual-education instruction or surveys concerning sexual behaviors.

Conclusions

- C-01.** The Grand Jury concluded that all school districts surveyed, except Conejo, have implemented policies, practices and procedures regarding the implementation of AB 329. (FA-01)
- C-02.** The Grand Jury concluded that school districts' policies, practices and procedures fail to provide sufficient details of the sexual-health education and HIV/AIDS prevention class curriculum, or the content of the sexual-behavior surveys. This makes it difficult for parents or guardians to easily access, understand and make decisions about whether their children should be excused from or included in the sexual-education classes or surveys on sexual behavior. (FA-01, FA-02, FA-03, FA-04, FA-05, FA-06, FA-07)
- C-03.** The Grand Jury concluded that all district policies, procedures and practices (except Conejo, Moorpark and Mupu) fail to provide adequate notice that a student excused from instruction will be provided an alternative educational activity. (FA-02)
- C-04.** The Grand Jury concluded that all district procedures, policies and practices (except Mupu, Oxnard Union, Oak Park, Simi and Moorpark) fail to give notice that a student excused from instruction will not be subject to any academic penalty. (FA-04)
- C-05.** The Grand Jury concluded that all districts (except Oxnard Union, Ventura, Somis, Ojai and Port Hueneme) do not provide a separate written form for parents or guardians to conveniently opt-out their students from all or part of the curriculum on sexual-health education or surveys on sexual behavior. (FA-07)

Recommendations

- R-01.** The Grand Jury recommends that the school districts provide to parents or guardians a separate informational notice describing the sexual education

and HIV/AIDS prevention curriculum and content of sexual-behavior surveys. (C-02)

- R-02.** The Grand Jury recommends that the notice provided to parents or guardians states that no academic penalty will attach as a result of a parent or guardian excluding a child from sexual-education classes or surveys of sexual behavior. (C-04)
- R-03.** The Grand Jury recommends that school districts provide an alternative educational curriculum to students opting-out of sexual-education classes that closely aligns with the Legislature's intent that "instruction and materials shall provide pupils with knowledge and skills for making and implementing healthy decisions ... including negotiation and refusal skills...." The details of the alternative curriculum should be included in the notice to parents or guardians. The Life Skills curriculum established by the Moorpark Unified School District is an example of such an alternative. (C-02, C-03, Ref-07)
- R-04.** The Grand Jury recommends that the school districts provide a more detailed explanation of the content of sexual-education and HIV/AIDS curriculum and sexual-behavior surveys in an easily accessible format. (C-02)
- R-05.** The Grand Jury recommends that the school districts facilitate the opt-out process by including a single form that can be signed and returned, indicating that parents or guardians wish to have their child excused from sexual-education instruction and surveys. (C-02)
- R-06.** The Grand Jury recommends that the school districts notify parents or guardians that they may opt-out their children from any part of sexual-education classes or surveys, while allowing them to attend or participate in others. (C-02, FA-03)
- R-07.** The Grand Jury recommends that school districts provide a more complete explanation in the annual parent/guardian notification of any surveys to be taken concerning sexual behavior of students. (C-02)

Responses

Responses Required From:

Conejo Unified School District
Fillmore Unified School District
Mesa Unified School District
Moorpark Unified School District
Mupu Unified School District
Oak Park Unified School District
Ocean View Unified School District
Ojai Unified School District
Oxnard Elementary School District
Oxnard Union High School District
Pleasant Valley Unified School District
Port Hueneme Unified School District
Rio Unified School District

Santa Paula Unified School District
Simi Valley Unified School District
Somis Unified School District
Ventura County Office of Education
Ventura County Unified School District

References

Ref-01. California Healthy Youth Act (AB 329)
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id201520160AB329

Accessed on April 3, 2019

Ref-02. The following School Districts were surveyed:

Briggs Elementary School District
Conejo Valley Unified School District
Fillmore Unified School District
Mesa Unified School District
Moorpark Unified School District
Mupu Unified School District
Oak Park Unified School District
Ocean View Unified School District
Ojai Unified School District
Oxnard Elementary School District
Oxnard Union High School District
Pleasant Valley Unified School District
Port Hueneme Unified School District
Rio Unified School District
Santa Clara Unified School District
Santa Paula Unified School District
Simi Valley Unified School District
Somis Unified School District
Ventura County Office of Education
Ventura County Unified School District

Ref-03. California Education Code Sections 51937, 51938 (b).

http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=4.&title=2.&part=28.&chapter=5.6.&article=

Accessed on April 3, 2019

Ref-04. California Education Code Sections 51938

http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=4.&title=2.&part=28.&chapter=5.6.&article=

Accessed on April 3, 2019

Ref-05. California Education Code Sections, 51939.

http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=4.&title=2.&part=28.&chapter=5.6.&article=

Accessed on April 3, 2019

Ref-06. California Education Code Sections 51937, 51939.

http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=4.&title=2.&part=28.&chapter=5.6.&article=

Accessed on April 3, 2019

Ref-07. California Education Code Section 51933(h).

http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=EDC&division=4.&title=2.&part=28.&chapter=5.6.&article=

Accessed on April 3, 2019

Glossary

TERM

AB 329

Conejo

Grand Jury

Mupu

Oak Park

Ojai

Oxnard Union

Port Hueneme

Somis

Simi

DEFINITION

California Healthy Youth Act

Conejo Valley Unified School District

2018-2019 Ventura Grand Jury

Mupu Unified School District

Oak Park Unified School District

Ojai Unified School District

Oxnard Union High School District

Port Hueneme Unified School District

Somis Unified School District

Simi Valley Unified School District

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California Penal Code Sections

Penal Code 933

No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls.

Penal Code 933.05

- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
 - (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two (2) working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.