



AMENDED DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

between

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES /
THE CALIFORNIA COLLEGE GUIDANCE INITIATIVE**

and

PERRIS UNION HIGH SCHOOL DISTRICT

*Agreement No. CG-096-17
Amendment #2*

Effective May 24, 2017 the Foundation for California Community Colleges (“Foundation”), a 501 (c)(3) nonprofit organization which operates the California Guidance Initiative (“CCGI”) project as a fiscal sponsor and **Perris Union High School District** (“District”), entered into a Data Sharing and Services Partnership Agreement (“Agreement”).

WHEREAS, the parties now wish to extend the Agreement for an additional renewal term as described in Section III(A) of the Agreement and make other specified changes to the Agreement.

THEREFORE, the parties hereby amend the Agreement as follows:

1. **Amendment to Exhibit A (List of Authorized Third Parties)** of the Agreement is hereby amended by removing Exhibit A in its entirety and replacing it with the attached Exhibit A (Notice of Authorized Parties), attached hereto and incorporated by reference.
2. **Amendment to Exhibit C (Fee Schedule)** of the Agreement is hereby amended by incorporating the 2019-2020 fee into the Fee Table as follows:

1. FEES

a. Fee Table.

<i>Year</i>	<i>Fee per Student</i>	<i>Student Type</i>	<i>Number of Students</i>	<i>Total Annual Fees</i>
2019-2020	\$2.75 per year	High School (grades 9-12)	9,000	\$24,750.00
2019-2020	\$2.00 per year	Middle School (grades 6-8)	1,700	\$3,400.00

The 2019-2020 total fee for District is **\$28,150.00**.

All other terms of the Agreement shall remain unchanged and in full force and effect.

Signature Page Follows

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

PERRIS UNION HIGH SCHOOL DISTRICT

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**CALIFORNIA COLLEGE GUIDANCE
INITIATIVE**

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

NOTICE OF AUTHORIZED THIRD-PARTIES

- I. Purpose: Irrespective of the authorized disclosure described in Section III of Exhibit B, “Data Privacy and Security Addendum,” the above-named District (“District”) hereby authorizes and requests the Foundation for California Community Colleges (“Foundation”) on behalf of CCGI to provide access to District’s Student Data and Education Records to Participating Third Parties. District shall inform Foundation of the Participating Third Parties who are authorized to access District’s student data by completing the Form located at <https://www.tfaforms.com/4652875> and incorporated by reference. Access is provided via the CaliforniaColleges.edu platform. Educators from Participating Third Parties will be provided “affiliate level” educator accounts that enable them to view student’s academic and college/career plans in real time when a student links themselves to the Participating Third Party as a secondary connection on their account.
- II. Term: This Authorization becomes effective on the date this Agreement is signed by District. It will remain in effect until termination of this Data Sharing Agreement between the Foundation and District (“the Agreement”).
- III. Termination: If at any time District intends to terminate a Participating Third Party’s access to the Student Data and Education Records, District shall immediately notify appropriate Foundation personnel (described in Section X of the Agreement). Foundation shall to the best of its ability terminate the Third Party’s access to the Student Data and Education Records immediately, but in all cases, access shall be terminated within 2 business days.
- IV. Modification: If at any time District intends to modify the Participating Third Party’s access to Student Data and Education Records, District shall make a request to the Foundation for approval in writing, as described in the Notice Section of the Agreement. The Foundation will then make the necessary modifications.
- V. Authorization & Accepted Use:
 - a. Under this Authorization, District authorizes the approved Participating Third Parties to access all Student Data and Education Records shared by District with CCGI under the Agreement and any User Generated Data entered by users. This authorization is limited to read-only access to Student Data and Education Records. This authorization is further limited only to the individuals and/or departments at each Participating Third Party who have been approved by District.
 - b. Through this Authorization, the District expressly acknowledges and confirms that the Participating Third Parties have a legitimate educational interest in the Student Data and Education Records being shared.
 - c. Through this Authorization, the District and Foundation expressly acknowledges and confirms that providing access to Student Data and Education Records to Participating Third Parties is in full compliance with the Federal Education Rights and Privacy Act (“FERPA”) and other applicable Federal, State, and Local Laws.
 - d. District understands that the Foundation will require any Participating Third Party that is approved for access to District data to accept the terms of use and privacy policy posted on CaliforniaColleges.edu and agree to comply with all the terms and conditions of this Agreement between Foundation and District.
 - e. Accessed Student Data shall be used only for the purpose of assisting the student in planning or preparing for college or a career and seeking admission to college and financial aid for college. Foundation’s Data Sharing Agreement with Participating Third Parties shall ensure:
 - i. Student data may only be shared with the Third Party’s employees and contractors if they have a legitimate need for the data in order to perform services within this purpose for the students.
 - ii. The Third Party may not disclose the accessed data to subsequent third parties, and must maintain reasonable security procedures to protect the data

- iii. The Third Party may not sell the accessed data or use them for targeted advertising or to amass a profile about any student except in furtherance of the specific purposes described above.
- iv. The Third Party must destroy accessed data if requested by the student or by the Foundation or, if the data are provided by a school district, by the school district.