Adult Edu
Literacy

Vocational Rehabilitation
Complex Accommodations

Workforce
Adults
Youth
Disclocated

Wagner-Peyser
Job Services

Title I
Title II
Title III
Title IV

CommunityPro Suite

Mid-Alameda County

Adult Education Consortium

Implementation

Agreement

February 16, 2017

Version 3

CommunityPro Suite™
Implementation Agreement

WHEREAS the Mid-Alameda County Adult Education Collaborative ("Consortium") is comprised of eleven member agencies ("Agencies") serving and teaching adults in Alameda County. Several members of the Consortium are also members of the local Workforce Investment and Opportunities Act ("WIOA") Partnerships led by the Alameda County Workforce Development Board ("WDB"); and

WHEREAS under the State of California Adult Education Block Grant ("AEBG") and the federal WIOA legislations, the Consortium is required to conform to the following directives:

> As per the AEBG Data and Accountability Allocation directive on the aebg.cccco.edu web site:
> > "The funding will be used to resolve AEBG data collection needs required by AB104, foster regional and local system integration, coordinate regional intake, assessment, and referral, align efforts under the Workforce Innovation and Opportunity Act, and ultimately connect to a state level AEBG Data System."

> As per the AB104 Allowable Uses of Data and Accountability Funds directive on the aebg.cccco.edu web site:
> > Objective #3: Activities for consortium members and partners to integrate existing programs and create seamless transitions into postsecondary education or the workforce.
> > Objective #4: Activities to address the gaps identified pursuant to the evaluation of regional needs and the evaluation of current levels and types of adult education programs.
> > Objective #5: Activities to employ approaches proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.
> > Objective #7: "Activities to leverage existing regional structures, including, but not limited to, local workforce investment areas."
> As per the WIOA Joint DOL and ED NPRM dated 4/16/15:
> > "The [State Education, Labor, and Vocational Rehabilitation] Departments will work with State and Local Boards, one-stop center operators and partners to achieve an integrated data system for the core programs and other programs to ensure

interoperability and the accurate and standardized collection of program and participant information. Integrated data systems will allow for unified and streamlined intake, case management and service delivery; minimize the duplication of data; ensure consistently defined and applied data elements; facilitate compliance with performance reporting and evaluation requirements; and provide meaningful information about core program participation to inform operations."

WHEREAS LiteracyPro Systems, Inc. is a California Corporation who has developed and offers an online solution called CommunityPro Suite ("CPS"), designed to meet the legislated requirements described above, while meeting the unique operational requirements by the Consortia and WIOA partners specific to how they do business; and

WHEREAS both parties desire to implement CommunityPro Suite as described in Appendices A and C to enable the Consortium to meet its legislated and operational needs.

THEREFORE, the parties agree
CPS will be implemented in the agencies according to the schedule attached in Appendix A.

CPS is a Software as a Service (SaaS) solution, and is provided to the Consortium and its participating Agencies according to the quotation attached as Appendix D. For a successful implementation, there is a commitment of time and resources required by each participating Agency to achieve a positive result.

Each Agency's participation is subject to a signed Data Sharing Agreement in the form of Appendix B. If the Agency is a California Public School, it is also subject to a signed Amendment thereto.

Each client who desires to use the capabilities of the system must sign a Privacy Release Agreement substantially in the form of Appendix C.

This Agreement may be terminated without cause by either party hereto upon ninety (90) days written notice as of the date such notice is delivered to the other party at the address listed below. Upon termination of this Agreement, the confidentiality obligations and perpetual licenses shall survive such termination. If termination is for cause, then the party in breach shall have thirty days from the date of notice to cure such breach.

This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. The parties agree to attempt to resolve any dispute pertaining to the enforcement or interpretation of this Agreement or the relationship contemplated by the parties hereunder through arbitration with a mutually agreed neutral arbitrator under the rules of the American Arbitration Association. However, if such dispute cannot be satisfactorily resolved, any lawsuit pertaining to the enforcement or interpretation of this Agreement or the relationship contemplated by the parties hereunder shall take place exclusively in the federal or state courts located in San Francisco, California.

This document contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. This Agreement may be executed in two identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, which shall be set as February __, 2017.

For: Mid-Alameda County Adult Education Consortium

Signature:_____

Print Name:_____

Date:_____

For: LiteracyPro Systems, Inc.:

Signature: _____

Print Name:_____

Date: _____

Appendix A

Implementation Plan

Objectives:

1) Build a model that has the potential of serving a broad array of inter-agency Consortiums throughout the community, including:
   - Adult Education
   - Workforce/Job Training
   - Vocational Rehabilitation
   - Human Services
   - TANF/SNAP
   - Corrections
   - Probation
   - Veterans Administration
   - Mental Health
   - Faith-Based Organizations
   - Community-Based Organizations
   - Local Employers

2) Collect, identify and prioritize features and functionality that may benefit existing and future partner agencies. This information will be added to the overall product rollout plan as mutually agreed.

3) Within the scope and funding expressed in the quotation, create additional templates of workflows, forms, and reports for the CommunityPro Suite to customize as necessary for AEBG. The exact number and scope will be determined during initial phase of Discovery.

4) Capture data using
   - data elements described in the AEBG and the WIOA Participant Individual Record Layouts (PIRL)
   - Services and Courses descriptions, eligibility rubrics, and other elements necessary to adequately populate the Community Course and Services Catalog
   - Service and Class capacity and current enrollment sufficient to enable appropriate levels of reservations, requests for services, and/or applications to attend, subject to the ability of each participating agency's database to supply such data in a mutually agreed form and format.

o Additional transcript and work history data the agencies chose to share, and that are currently supported in CommunityPro Suite's data dictionary.

Inter-Agency Partnerships

This implementation consists of an inter-agency partnership with the following Mid-Alameda County Adult Education Consortium Member Agencies:

Castro Valley Unified School District

Chabot-Las Positas Community College District

Dublin Unified School District

Eden Area ROP JPA

Hayward Unified School District

Livermore Valley Joint Unified School District

New Haven Unified School District

Pleasanton Unified School District

San Leandro Unified School District

San Lorenzo Unified School District

Tri-Valley ROP

Mid-Alameda County Adult Education Consortium Headquarters

This implementation shall also include the following WIOA Partners if they choose to participate. However, the Client Subscription Fees shall be included only if their client is a student that already has an active subscription, or is starting an active subscription because they are actively being referred to or from a school. Clients who are not students and therefore not served by any of the agencies listed above with active subscriptions must have their subscriptions paid by the WIB or their partner(s).

Alameda County Workforce Development Board

Tri-Valley One Stop Career Center

Alameda County Library

Eden Area One Stop Career Center

Regional Center of the East Bay

City of Pleasanton Library

Additional education and social service agencies in the area may be invited to join, subject to the approval of the Consortium. Additional professional services and related fees may be required to

- integrate their agency's information system database
- create and/or modify data input and display screens

- create and/or modify workflows and corresponding logic
- create and/or modify reports and dashboards
- create new functional modules
- conform to additional Privacy and/or Security laws, acts, regulations, and/or best practices, including audits thereof (e.g. HIPAA, since at this time no HIPAA protected data is being captured or reported)

Fees for such additional professional services shall be negotiated at the time the requirements are identified.

As per above, subscriptions for clients who are not students with subscriptions because they already are served by any of the Member agencies listed above must be paid by the partner agency(s).

Agency individual responsibilities:

Commit one staff member as project lead *from each of the agencies.*

- o Estimated time commitment:
    - ▪ approximately 2 hours/person/week during the initial implementation period
    - ▪ approximately 1 hour/person/week during the balance of the contract

Engage at least one IT staff member as needed for each participating database

- o Provide direction to IT staff who manage their participating databases to support the goals described above.

Generate a data-export containing required data elements from each participating database.

Include enough operations and administrative staff at each agency involved in the program in order to produce meaningful statistics during the initial production period.

Be willing to be a reference for a limited number of LPS prospects, and allow 'sanitized', non-confidential results to be published.

Implement according to the mutually agreed timeline below.

Timeline and key activities

Weeks	Activity
Now until Contract Signing	Finalize this contract. Create data sharing agreement between agencies and related customer privacy releases, agreements, etc.
0	Sign contracts.
1,2	For each agency, conduct a detailed discovery of forms, processes, database connections, etc. 1. Determine the workflows required to effectively refer clients from and to each of the partners. 2. Determine if any additional data elements are required for each client to support those workflows. 3. Identify participating databases, bring partner agency IT staff up to speed. 4. Review existing standard exports or easily customized exports from each agency's IT system (LACES, ASAP, TopsPro Enterprise, CalJOBS, Colleague , Aeries, etc.) that can be run locally that contain those data elements. If the required data elements can be obtained through these exports, there should be no need to involve agency IT staff. If there are data elements that can't easily be obtained, then they might need to be input manually during the initial phase, but LPS and the partners will work towards fully automating and tightly integrating the partner's IT systems. 5. Explore how to generate the above-mentioned exports automatically on a periodic basis, and transmit them for ingestion into CommunityPro. Again, the goal is to keep this generation local and with the program managers, thus minimizing the need for IT staff involvement. 6. Explore the path to creating an API interface between the two systems. 7. Review plan with Consortium's Data Governance Committee
tbd	1. LPS implements forms, processes, and maps database connections. 2. Initial acquisition of a data export from the participating database. Identify database connection and related processes.
tbd	Trial run using demo/test data. Make corrections as needed.
tbd	Training and user acceptance testing by Consortium staff as well as by local agency staff.
tbd	Full production use.

Appendix B

CommunityPro Suite Data Sharing and Services Agreement

(1 required per Partner Agency)

1. This Data Sharing and Services Agreement ("Agreement") is made by and between LiteracyPro Systems Inc., ("LiteracyPro") and Chabot-Las Positas Community College District ("Agency"), a member of the following Consortia, Partnerships, and/or Initiatives:

Mid-Alameda County Adult Education Consortium ("Consortium");

Alameda County Workforce Development Board WIOA Partnership ("Partnership").

2. The terms of this Agreement shall commence on October 18 , 2017 ("Effective Date") and end on July 31, 2019. Thereafter this Agreement shall automatically renew for additional one year periods unless terminated.

3. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), Agency designates LiteracyPro an "authorized representative" pursuant to 20 U.S.C. 1232g(b)(1)(C) and 34 C.F.R. 99.31(a)(3). LiteracyPro and the Agency shall comply with (a) the provisions of FERPA and (b) State of California Education Code Sections 49073-49079.7 in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share personally identifiable student information in a manner not allowed by state or federal law or regulation.

4. "Confidential Information" shall include any personally identifiable student information, as that term is defined 34 C.F.R. § 99.3.

5. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.

6. LiteracyPro may disclose Confidential Information for the purpose of carrying out an audit or evaluation of Federal- or Agency-supported education programs, or to enforce or comply with Federal legal requirements that relate to those programs as described in paragraph 9. Further disclosure by LiteracyPro of any Confidential Information released to LiteracyPro by the Agency is prohibited by this Agreement, with the following exceptions:

6.1 As an integral part of the Service, LiteracyPro may disclose Agency's students' Confidential Information to any other member of a Consortium, Partnership or Initiative of which an Agency is a

member and who has also signed a Data Sharing Agreement with LiteracyPro substantially in the same form as this Agreement.

6.1 If Agency receives Confidential Information via the Service from another member of the Consortium, Partnership, or Initiative, Agency agrees to treat and protect that other member's Confidential Information in the same manner or fashion as they treat and protect their own equivalent Confidential Information, and at the levels specified herein.

7. LiteracyPro shall not: (i) disclose any Confidential Information to any unauthorized third party; (ii) make any use of Confidential Information except to perform its obligations under this Agreement; or (iii) make Confidential Information available to any third party except those internal LiteracyPro employees and contractors who have been authorized by LiteracyPro to use the information as a component of their project assignment(s). The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the Agency who are authorized to have access to the Confidential Information.

8. The types of Confidential Information which may be necessary to disclose to LiteracyPro under this Agreement may include the following: Student Name, Student Identifier, and all other data elements contained in Agency's database as needed to supply data as required by CommunityPro Suite, a platform for interagency Consortium (the "Service").

9. LiteracyPro agrees to use Confidential Information provided by the Agency only for the purpose of facilitating the interagency Consortiums using the Service, or which are necessary for: (a) the use, audit or evaluation of Federal, State, or Agency-supported education programs; or (b) to enforce or comply with Federal legal requirements that relate to those programs.

10. LiteracyPro understands that the Confidential Information is protected under state and federal law and agrees to immediately notify the Agency if any of the Confidential Information is disclosed, either intentionally or inadvertently, in violation of this Agreement.

11. LiteracyPro and the Agency shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other party.

12. Upon request of the Agency, LiteracyPro shall provide written assurances to the Agency regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and

procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

13. LiteracyPro shall inform all LiteracyPro employees, officers, and agents with access to the Confidential Information about the nature of their confidentiality obligations set forth herein.

14. Agency shall own all right, title, and interest in and to any data that is collected by LiteracyPro from Agency in connection with Agency's use of the Service ("Data"). Agency grants and agrees to grant to LiteracyPro a perpetual, irrevocable, sublicensable, nonexclusive license to use such Data (a) in order to provide the Service to Agency and other members of its consortium or initiative; (b) as necessary to monitor, maintain and improve the Service; and (c) for statistical, educational or research use, provided that if such data is published it is not personally identifiable. Upon request by Agency, LiteracyPro will provide Agency with an electronic copy of all of the Agency's Data under LiteracyPro's control, provided that LiteracyPro may charge a reasonable fee for such additional service.

15. This Agreement may be terminated without cause by either party hereto upon ninety (90) days written notice as of the date such notice is delivered to the other party at the address listed below. Upon termination of this Agreement, the confidentiality obligations and perpetual licenses shall survive such termination. If termination is for cause, then the party in breach shall have thirty days from the date of notice to cure such breach.

16. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any lawsuit pertaining to the enforcement or interpretation of this Agreement or the relationship contemplated by the parties hereunder shall take place exclusively in the federal or state courts located in San Francisco, California.

17. This document contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. Neither party may assign this Agreement without the express written consent of the other party, and any prohibited assignment shall be void; provided that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of such party's assets except in the event that the proposed assignee is a competitor of the other party. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. This Agreement may be executed in two identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

For: Chabot-Las Positas Community College District

Signature:_____

Print Name: Lorenzo Legaspi_____

Date: _____

For: LiteracyPro Systems, Inc.:

Signature: _____

Print Name:_____

Date: _____

Addresses for legal notices:

Agency: Chabot-Las Positas Community College District

Address: 7600 Dublin Boulevard, 3rd Floor_____

City, State, Zip: Dublin, CA 94551_____

Attn: Lorenzo Legaspi, Vice Chancellor, Business Services

LiteracyPro Systems, Inc.

2355 Canyon Blvd., Ste 240

Boulder, CO 80302

Attn: David Miller, CEO

EDUCATION CODE SECTION 49073.1 AMENDMENT TO COMMUNITYPRO SUITE DATA SHARING AND SERVICES AGREEMENT ("AMENDMENT")

(Required for Agencies who are California public schools)

This Amendment is made part of and modifies Appendix B to the CommunityPro Suite™ Data Sharing and Services Agreement entered into by Chabot-Las Positas Community College District ("Agency"), and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between Agency and LiteracyPro Systems Inc. ("Vendor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

RECITALS:

WHEREAS, through the Agreement Vendor provides digital education software that is authorized to access, store and use Pupil Records and/or provides services, including cloud-based services, for the digital storage, management and/or retrieval of Pupil Records;

WHEREAS, as a California public school Agency, the Agency is subject to the Education Code.

WHEREAS, Vendor is a "third party" under Education Code section 49073.1(6), which defines "third party" as a provider of digital educational software or services, including cloud- based services, for the digital storage, management, and retrieval of Pupil Records;

WHEREAS, Education Code section 49073.1 requires that any contract for the provision of services entered into between Agency and Vendor contain provisions specified in sections (b) through (b)(9) of Education Code section 49073.1;

WHEREAS, the Agency and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1; and

NOW THEREFORE, AGENCY AND VENDOR AGREE TO THE TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1:

Definitions: As used in herein the following terms are defined as follows:

"Amendment" means all terms and conditions of this Education Code Section 49073.1 Amendment To Appendix B to the CommunityPro Suite™ Pilot Program Agreement.

"Deidentified Information" means information that cannot be used to identify an individual pupil.

"Pupil Records" means both of the following regardless of how otherwise defined or described in the Agreement: 1) any information directly related to a pupil that is maintained by the Agency, 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 Agency employee. "Pupil Records" does not mean aggregated Deidentified Information used by Vendor for the following purposes: to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of the Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

"Pupil Generated Content" means materials created by a pupil, including but not limited to essays, research reports, portfolios, creative writing, music or other audio files, photographs; but it does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

"Parent" means the Parent or legal guardian of a student.

"Adult Pupil" means a pupil over the age of 18 years.

Ownership and Control of Agency Data, Including Pupil Records. All Agency data and information, including Pupil Records, remain the exclusive property of the Agency and Agency retains exclusive rights, ownership and control thereto.

Ownership and Control of Pupil Generated Content. A pupil may retain possession and control of his/her own Pupil Generated Content retained, stored or hosted by Vendor's software/information systems by accessing Pupil Generated Content through the pupil's user account/user portal with Vendor by entering the pupil's Vendor account/portal user name and password, which allows pupil to edit, save, download and upload his/her Pupil Generated Content. A pupil may also transfer Pupil Generated Content to a personal account by accessing his/her Pupil Generated Content through his/her user account, digitally copying, downloading and/or uploading the Pupil Generated Content and uploading the Pupil Generated Content to a Vendor or non-Vendor personal account.

Use of Pupil Records. Vendor shall not use any information in Pupil Records to which it has access by way of the Agreement for any purpose other than those required or specifically permitted by the Agreement.

Review and Correction of Pupil Records. A Parent or Adult Pupil may review personally identifiable information in the Pupil's Records retained, stored, hosted, accessed or used by Vendor and correct erroneous information by making a request in writing to Vendor for access to any personally identifiable Pupil Records. Vendor must notify the Agency of any such request. Subject to Agency verification of identity, approval of disclosure and redaction of any personally identifiable information of a pupil other than the pupil of the Parent or Adult Pupil, who is making the request, Vendor will provide access to any/all requested Pupil Records within five (5) business days or as otherwise required by law.   This time frame may be extended by written consent of the Parent or Adult Pupil. Agency shall have exclusive authority with respect to authorizing disclosure and redaction of pupil information pursuant to this Amendment. Vendor shall permit a Parent or Adult Pupil to submit written corrections to pupil information retained, stored, hosted, accessed or used by Vendor. Vendor shall direct all requests to correct erroneous information to the Agency through the following contact information:

REQUEST TO CORRECT PERSONAL INFORMATION
Agency name: Chabot-Las Positas Community College District
Mailing address: 7600 Dublin, Boulevard, 3rd Floor
Mailing City, State, Zip: Dublin, CA 94551
Attention: Lorenzo Legaspi, Vice Chancellor, Business Services

Upon receipt of a request to correct erroneous information, Agency shall notify the Vendor of such a request, and subject to the Agency's verification of identity and approval of such a request, Vendor shall correct the erroneous information as directed by a pupil's Parent or by an Adult Pupil.

Security and Confidentiality of Pupil Records. Vendor will do the following to ensure the security and confidentiality of Pupil Records:

Designate an employee responsible for the training and compliance of all Vendor employees, agents, and assigns on compliance with security and confidentiality provisions detailed in this Amendment.

Vendor will protect the confidentiality of pupil information and take all reasonably necessary measures consistent with industry standards to protect data from any and all unauthorized access and disclosures.

Vendor represents and warrants that it has designated an individual responsible for training Vendor employees, agents and assigns on reasonable protection measures and the confidentiality of pupil information consistent with state and federal law.

Vendor shall not disclose pupil information except as specified under the terms of the Agreement, this Amendment or as required by law.

Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all stored, managed, retained, accessed or used pupil information received from or on behalf of the Agency or pupils.

Vendor warrants that all confidentiality and security measures identified in the Agreement will be extended by contract to any and all subcontractors used by Vendor, if any, to execute the terms of the Agreement.

Vendor warrants that all pupil information will be encrypted in transmission and storage.

Use appropriate and reliable storage media, regularly backup pupil information and retain such backup copies for the duration of the Agreement.

Compliance with these requirements shall not, in itself, absolve Vendor of any liability in the event of an unauthorized disclosure of Pupil Records.

Unauthorized Disclosure Notifications. In the event of an unauthorized disclosure of a pupil's records, affected Parents, legal guardians, or pupils who have reached the age of 18 will be notified through the following process:

Immediately upon becoming aware of a compromise of pupil information, or of circumstances that could have resulted in an unauthorized access to or disclosure of pupil information, Agency and Vendor agree to notify the other party, fully investigate the incident and fully cooperate with the Agency's investigation of the incident, remedial measures and respond in a timely manner.

The notification as described above shall include:
the nature of the unauthorized use or disclosure (e.g., security breach, nonconsensual re-disclosure, etc.);
the specific pupil information that was used or disclosed without authorization;
who made the unauthorized use or received the unauthorized disclosure (if known):
what Vendor has done or will do to mitigate any effects of the unauthorized use or disclosure; and
what corrective action Vendor has taken or will take to prevent future occurrences.

Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data were involved, regulatory agencies, or other entities, without prior written permission from Agency.

Retention and Destruction of Pupil Records. Vendor warrants that upon the termination of the Agreement, Vendor shall not retain Pupil Records or pupil information, and upon election of the Agency, Vendor shall either securely destroy or transmit to Agency repository all Agency data transferred, hosted, retained or used by Vendor. Vendor will supply Agency verification sufficiently demonstrating to the Agency that all Agency data not otherwise returned to the Agency was destroyed, the date of destruction and the method of destruction use. If a pupil chooses to establish or maintain an account with Vendor for the purpose of storing Pupil Generated Content, this provision shall not apply.

Compliance with Applicable Laws. As Agency data may include personally identifiable pupil information subject to the Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g), Vendor will be considered a "School Official" (as the term is used in FERPA and its implementing regulations) for any and all software, hosting and services provided to the Agency through the Agreement. Agency and Vendor agree that the services provided to Agency through the Agreement serve a legitimate educational interest (as the Term is used in FERPA and its implementing regulations). The Agency and Vendor will jointly ensure compliance with FERPA, its implementing regulations and pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 *et. seq.* The parties shall comply with the following process for compliance with FERPA and California law:

> Vendor and Agency warrant that they are familiar with the confidentiality, security and disclosure requirements of FERPA, its implementing regulations and pupil privacy and confidentiality requirements of California law, including but not limited to Education Code section 49060 *et. seq.* and have designated an individual responsible for ensuring compliance therewith.

> Vendor and Agency shall abide by the disclosure, security, breach notification, retention/destruction and use provisions contained in this Amendment to the Agreement and as required by law.

By the signature of its authorized representative or agent below, Vendor hereby acknowledges that Agency has provided notice under Education Code section 49075(a) and 34 C.F.R. section 99.33(d) that Vendor is strictly prohibited from re-disclosing personally identifiable pupil information from Vendor to any third party without the prior written consent of the Parent or eligible student authorizing re-disclosure.

Targeted Advertising Prohibited. Vendor shall not use any personally identifiable information contained in Pupil Records or Agency data to engage in targeted advertising during the term of the Agreement, and this provision survives the termination of the Agreement.

Material Breach and Termination of Agreement. If Agency reasonably determines in good faith that Vendor has materially breached any of its obligations under this Amendment, Agency, in its sole discretion, shall have the right to provide Vendor with written notice of a fifteen (15) day period to cure the breach. If Vendor fails to cure a breach within that period of time, Agency may terminate the Agreement immediately. If, in its sole discretion, Agency determines that cure is not possible, Agency may provide written notice of immediate termination of the Agreement.

Indemnity. Vendor agrees to defend, indemnify and hold harmless Agency and its Board of Education, Board members, directors, officers, employees and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and any other expenses arising out of or on account of any third party claim resulting or arising from Vendor's breach of any terms of this Amendment either by intentional misconduct or negligence of Vendor's directors, officers, employees or agents.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the Agency and Vendor shall remain unchanged and in full force and effect.

Dated this _____ day of _____, 2017.

For: Chabot-Las Positas Community College District

Signature: _____

Print Name: Lorenzo Legaspi _____

Date: _____

For: LiteracyPro Systems, Inc.:

Signature: _____

Print Name: _____

Date: _____

Privacy Release Agreement

Agency shall obtain the signature of each client served using the following form before they use the system to provide one or more referrals to other agencies.

Client Release of Information Consent Form

I hereby authorize the release my education, training, employment, and other related information to Adult Education Consortia member agencies and partners, and their sub-grantees, sub-contractors, service provider partners, or a designated representative thereof to facilitate the services to which I may be referred. All agencies and related partners and their staff are bound by contract and by law to maintain your confidential information according to the standards set forth by the Federal Education Rights and Privacy Act ("FERPA"), by the California Education Code section 49073.1 and, as appropriate, by the Health Information Privacy Protection Act ("HIPAA").

If I supply my social security or tax identification number, I agree to allow it to be shared between the agencies to facilitate the services to which I may be referred. _____ (Initial)

I request the California Employment Development Department to supply my current and historical employment information to be shared between the agencies to facilitate the services to which I may be referred. _____ (Initial)

This consent may be cancelled at any time. Subject to cancellation this consent for data sharing will remain in effect for three years.

Client: **If signed on behalf of Client:**

Signed: _____   Signed: _____

Print Name: _____   Print Name: _____

Date: _____   Date: _____

                                                      Relationship: _____

QUOTATION

Prepared for:	**Mid-Alameda County Adult Education Consortium**
Primary Contact:	Jacques LaCour, Consortium Coordinator
Date of Quote:	2/16/2017
Number of Days Quote is valid:	30
Date Quote Expires:	3/18/2017
Revision*	4.0
Page	1 of 1

Line #	Description	Unit	Qty	Each	Total
	Participation Parameters				
	Participating Databases for Members connected initially using CSV files; moving to APIs as available				
	Castro Valley Unified School District	FTE day	2.5		
	Chabot Community College (Banner)	FTE day	2.5		
	Las Positas Community College (Banner)	FTE day	2.5		
	Dublin Unified School District	FTE day	2.5		
	Eden Area ROP JPA	FTE day	2.5		
	Hayward Unified School District	FTE day	2.5		
	Livermore Valley Joint Unified School District	FTE day	2.5		
	New Haven Unified School District	FTE day	2.5		
	Pleasanton Unified School District (LACES)	FTE day	inc		
	San Leandro Unified School District	FTE day	2.5		
	San Lorenzo Unified School District	FTE day	2.5		
	Tri-Valley ROP	FTE day	0		
	MACC Headquarters	FTE day	0		
1	Allowance for days of professional services for DBMS integration	Per day	25	$2,000	$50,000
	Allowance for additional professional services including: Creating additional local reports, making adjustments to inter-				
2	agency workflows; adding new workflows		25	$2,000	$50,000
	Partner Agencies				
	Alameda County Workforce Development Board	FTE day	inc		
	Tri-Valley One Stop Career Center	FTE day	2.5		
	Alameda County Library	FTE day	2.5		
	Eden Area One Stop Career Center	FTE day	2.5		
	Regional Center of the East Bay	FTE day	2.5		
	City of Pleasanton Library	FTE day	2.5		
3	Allowance for days of professional services for DBMS integration	Per day	12.5	$2,000	$25,000
	Allowance for additional professional services including: Creating additional local reports, making adjustments to inter-				
4	agency workflows; adding new workflows		12.5	$2,000	$25,000
	Estimate of total student population		13,507		
	% of students referred to 1 or more other agencies		15.0%		
	Estimate used per year		2,026		
5	Cost per student per month and total annual fee for AY 16/17		4	$ 2.00	$16,208
6	Cost per student per month and total annual fee for AY 17/18		12	$ 2.00	$48,625
7	Cost per student per month and total annual fee for AY 18/19		12	$ 2.00	$48,625
8	On-site CPS training 2 sessions per day for up to 20 staff each session	Per day	6	$2,500	$15,000
9	LACES		1	$5,000	$5,000
10	Web Site per Appendix E		1	$5,000	$5,000
	Total all-in quotation				**$288,459**
	Prepayment Discount			5%	($14,423)
	Net payment				**$274,036**

Appendix D.1
Description of Deliverables as Listed on Quotation

Lines 1,3 - Allowance for days of professional services for DBMS integration

> Initially, the database supporting each agency listed in the quote shall be linked to CPS using the exchange of CSV files and secure FTP on a regular basis. As time and interest permits, efforts will be made to link them using Application Programming Interface ("API") calls for a more real time synchronization of data. Line 1 represents an allowance for the LPS Professional Services engineers time required to accomplish this work.

Line 2,4 – Allowance for professional services for making adjustments to inter-agency workflows, adding new workflows, and for creating additional local reports.

> Initially, the system will be delivered with standard functionality per the descriptions listed below for Lines 5,6,7. As changes and additions are identified, LPS will supply professional services engineers time to make them using the time allocated in this allowance.

Lines 5, 6, 7:

> Authorized Users in each Consortium partner agency will have use of the following modules that are available as of 11/1/16, as described on the Literacypro.com website, and as described in the Help entries included on each screen of CommunityPro Suite:

> a. VaultPro – the main application database
> b. DataPro – controls secure access by individual authorized users
> c. Vault Information Exchange – controls interactivity with Agency databases, including the Match and Merge and the Consolidate processes
> d. ContinuumPro – support the following functions:
>> i. Client Privacy Release management
>> ii. Client Record management
>> iii. Assessment subsystem
>> iv. Learning Disability screening and external vendor management
>> v. Community Catalog of Services and Classes

      vi.   Client Referral subsystem

      vii.   Notes supporting cross-agency client case management

      viii.   SMS alert subsystem

      ix.   Individual Training Account administration subsystem

    e.   ReportPro

      i.   MyWorkspace summary widgets as available on 11/1/16

      ii.   Standard client, agency, and inter-agency reports as available 11/1/16

      iii.   WIOA reports per federal specifications

      iv.   AEBG reports per state specifications

The subscription fees on these lines were based on an estimate of the number of clients that might be using the system during the time periods listed. However, for the purposes of this contract, the total subscription charges are based on the assumption of 2,026 students served by two or more agencies. If the total number of client subscriptions exceeds 2,026 at any point in any month during this contract, they will be served at no additional charge – their subscriptions will essentially be free. If, at any point, the number is lower than 2,026 the full pre-paid subscription fees still apply, and no refunds will be due. Subsequent years' subscriptions will be negotiated based on forecasts based on actual usage.

Line 8 - On-site training 2 sessions per day for up to 20 staff each session

At first, LPS will supply a trainer to teach new users how to use CPS. Over time, LPS will train the local Systems Admin to provide training to local agencies. These sessions take 4 hours each, thus two will be scheduled in the same day. Up to 20 users can be taught in each session. LACES training takes 8 hours - one full day. This allowance can be used for any combination of CPS and/or LACES sessions as requested by Consortium leadership.

Line 9 – LACES

LACES (Literacy, Adult, and Community Education System) is a cloud-based student information system supplied by LiteracyPro Systems. This line represents the use fees for the Pleasanton Unified School District.

Line 10 – Web Site per Appendix E

Creation of a web site for the Consortium as described in Appendix E below.

Prepayment Discount

If indicated, the discount for prepayment was calculate based on LPS receiving the payment for all fees and services within 45 days of the signing of the contract. Late payment will result in a reduction of 1%

per day; a five day delay would thus eliminate the discount. Any amounts otherwise withheld from the total shall not be eligible for this prepayment discount.

Appendix E

Web Site

The Consortium will be supplied with a modern, responsive WordPress website with its premium theme, drag and drop layout editor, and extended functionality. It shall consist of the following:

- Information pages: Educate the public and your clients about your staff, mandate and services with up to 10 well designed, useable and intuitive layouts, including the following.
  - Member and partner listings: Inform about and promote your network with links, maps, copy and logos.
  - Events calendar: Easily manage your events and display them on a well-organized calendar. The calendar events are clickable and expand to give further details, display maps, etc.
  - Document repository: Organize your public .doc or .pdf documents like minutes and agendas chronologically or alphabetically for download.
  - Social media and mailing lists—Promote your social media feeds and collect names for your mailing list.
  - Online contact forms: Onboard clients with detailed forms or allows clients to contact you and ask questions.

- The Consortium will have access to an image library containing stock photography images that will pertain to your mission for use on your website and additionally for other materials you create.

- Consortium staff will be responsible for supplying the content ("copy"). Copy writing and editing services are available for an additional fee.

Extended functionality: Plugins can be installed to extend the functionality of your website, such as multi-language, shopping cart, Search Engine Optimization ("SEO"), appointment booking and website backup. Any additional fees required to license, use, or develop this functionality will be quoted separately.

Domain name registration
Registration of the Consortium's domain name for a 3-year period.

Hosting
Hosting of the web site for a 3-year period.

Custom logo and branding
Our designer will discuss your business goals, services, target market and identity with you, then create a color palette custom logo, graphics, messaging copy and a style guide for your business. Designer will present 5 logo variations, of which one may be revised up to 5 times. Additional variations or revisions will be charged on a time and materials basis. The final product will be owned by the Consortium with all rights thereto. It will be the Consortium's responsibility to secure trademark and/or copyright protection as it sees fit.

Ongoing support
Minor revisions to the initial pages will be supported during the life of the contract. A cumulative total of five hours is allotted to these revisions.

Empowered Consortium Staff
Consortium staff will be empowered with all hosting and related applications passwords and access to original artwork needed to maintain or evolve the finished web site. An online video library teaches you how to use your website and can be referenced anytime.