Premier Services Agreement

Calexico Unified School District

SERVICES AGREEMENT

BETWEEN

Calexico Unified School District

901 Andrade Ave
Calexico
CA, 92231

and

DecisionInsite, LLC

101 Pacifica Suite, 380
Irvine
CA, 92816
877.204.1392

This Agreement is made by and between Calexico Unified School District (hereinafter DISTRICT) and DECISIONINSITE, LLC (hereinafter DECISIONINSITE) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

SECTION 1 – FEES AND SERVICES OF DecisionInsite

1.1 DECISIONINSITE shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of

1) generation of enrollment forecasts and
2) certain access rights to review and manipulate information via DECISIONINSITE's secure web application called the StudentView System. Specific deliverables are listed on Schedule A.

1.2 This service agreement is for DECISIONINSITE's combined StudentView System access license and its Premier Enrollment Projection package.

1.3 The DECISIONINSITE fee schedule is based upon the

1) DISTRICT'S most recent reported enrollment,
2) The Enrollment Projection Package option outlined in the Proposal for Services and
3) DISTRICT'S intent to have or not have DECISIONINSITE complete residential development research. The following table summarizes the assumptions and terms of this Agreement.

Service Agreement Assumptions			
Agreement Term	3 year		
Product Type	Premier		
Residential Development Impact Research	Requested		
Fee Calculations:		**Annual Fee**	**Over Life of Contract**
Base Annual Fee		$10,250	$30,750
Residential Development Research (Not to Exceed per year)		$1,500	$4,500
Total Annual Not to Exceed		**$11,750**	**$35,250**

1.4 If Residential Development Research is included, DECISIONINSITE begins the research projects each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Research is billed at the rate outlined on Schedule B. DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will notify the DISTRICT before commencing. DECISIONINSITE makes every effort to contain residential research within the "not-to-exceed" allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT. If the District does not want DECISIONINISITE to conduct the research because the District has the data, a modest fee will be added to cover the integration of those data.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

1. Attendance Area Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on Schedule B.

2. Custom Map Layers: DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on Schedule B.

3. Custom Point Plotting: DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on Schedule B.

4. Additional Student Attribute Plotting, Reporting and Analysis: DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on Schedule B.

SECTION 2 – PERIOD OF PERFORMANCE

2.1 As noted in Section 1.1, the services included in this Service Agreement are comprised of two components; the generation of enrollment projections and access to the StudentView System. This is a 3-year agreement which provides for initial and annual enrollment forecasting services for 3 school years and system access for up to 3 years or the end of the DISTRICT fiscal year, whichever comes first.

2.2 The agreement shall commence on date of board approval as notated on the signature page of this agreement and upon being signed by both parties.

2.3 Project Timeline: Your project will be put into our production queue within 3 working days of two events: 1) reception of a signed agreement and 2) reception of all required data.

System Access: Clients will be provided login credentials for system immediately upon receipt of an executed service agreement.

Production of Enrollment Forecasts: DecisionInsite is committed to both quality and rapid delivery. We pledge to complete your projections as quickly as possible without compromising the integrity of the projections and output. Clients should expect preliminary enrollment projections 3 – 5 weeks from the time DecisionInsite has received and validated the data requested of the District. Prior to final delivery, the district designated official will be contacted for a "preview" of the numbers and to make sure that some element has not been overlooked before the final and public study is released.

2.4 The Agreement shall terminate June 30, 2022 unless renewed by both parties.

Service Agreement Performance Period	Annually	Begin Date	End Date
Enrollment Forecasts Generation Time table	Spring 2019 (P/Y 2019/20) Fall 2019 (P/Y 2020/21) Fall 2020 (P/Y 2021/22)		
StudentView System Access*		July 1, 2018	June 30, 2022
Service Agreement**		July 1, 2018	June 30, 2022

P/Y – Projection Year

* Estimated. Dependent on the DISTRICT providing DECISIONINSITE data requested in a timely manner.

** Estimated. Access will begin once a signed contract is received.

SECTION 3 – OBLIGATIONS OF THE DISTRICT

3.1 DISTRICT agrees that its employees will cooperate with DECISIONINSITE in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DECISIONINSITE.

3.2 DISTRICT shall provide to DECISIONINSITE, at no cost to DECISIONINSITE, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement.

The DISTRICT AGREES TO
1. Provide DECISIONINSITE staff with the contact information for the appropriate DISTRICT staff who will be working on this project.
2. Direct DISTRICT staff to review and respond to the Data Request documents provided to the DISTRICT. (This information is available for review at our public website: https://www.decisioninsite.com/new-client/
3. Provide DECISIONINSITE with the data requested in a timely manner.

3.3 If DISTRICT chooses to provide residential development research to DECISIONINSITE instead of engaging DECISIONINSITE to conduct the research, then the DISTRICT agrees to provide these data to DECISIONINSITE in the array and format stipulated in the Data Request Instructions and Documents found on the DECISIONINSITE website. Failure to provide the data either in the detail or format specified may result in an additional fee to convert the data and/or to conduct the additional research.

3.4 DISTRICT shall make every reasonable effort to aid DECISIONINSITE in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DECISIONINSITE and will be paid by the DISTRICT.

3.5 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DECISIONINSITE secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.6 This AGREEMENT as outlined on Schedule A includes web based access to the secure DECISIONINSITE StudentView System. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

SECTION 4 – LIMITATIONS

4.1 DECISIONINSITE understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DECISIONINSITE may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DECISIONINSITE will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DECISIONINSITE is based upon the best information available to DECISIONINSITE at the time of rendering services. DISTRICT also understands that DECISIONINSITE takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

SECTION 5 – GENERAL PROVISIONS

5.1 DISTRICT understands that the StudentView System is built upon Google base maps and access to these base maps by the DISTRICT must conform to Google Map requirements. Further some aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant

may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT but the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)

5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DECISIONINSITE

SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT'S convenience and without cause at any time by giving DECISIONINSITE thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DECISIONINSITE will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DECISIONINSITE monetarily or otherwise.

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

3 Year Cancellation Schedule	
Years Complete	**Adjustment Fee**
1	$4,438
2	$2,219
3	$0

SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DECISIONINSITE is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DECISIONINSITE will issue invoices in two stages in accordance with the following:

1. 50% on the initial date of execution of this agreement or at the beginning of DecisionInsite's annual production season in July of each year.
2. 50% Completion and delivery of annual enrollment projections.

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule of Payments	Total per Year	First Payment	Second Payment
Year 1	$10,250	$5,125	$5,125
Year 2	$10,250	$5,125	$5,125
Year 3	$10,250	$5,125	$5,125

7.4 Residential development research, if requested by the district is invoiced separately from the annual license agreement. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically begin in May and be completed no later than October of each year. As stated earlier, DECISIONINSITE will not invoice beyond the "not to exceed" stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DECISIONINSITE anticipated, DECISIONINSITE will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the PROPOSAL FOR SERVICES document submitted to the DISTRICT. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DECISIONINSITE stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

SECTION 8 – INDEMNIFICATION

8.1 DECISIONINSITE shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DECISIONINSITE.

SECTION 9 – OWNERSHIP, DATA SECURITY AND ACCESS TO THE WORK PRODUCT

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible StudentView System—are the result of extensive data integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. This data is processed through the proprietary StudentView System that includes "location analytic" models and a GIS analytical mapping interface and is transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources; some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DECISIONINSITE as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the StudentView System as long as the contract with DECISIONINSITE is in effect. Upon contract termination, access to the StudentView System will no longer be available.

9.4 Occasionally, clients need to access or retrieve data or work product after the termination of the service agreement. As such, DECISIONINSITE agrees to securely archive District data and DECISIONINSITE work product for a period of five years so that they client may retrieve data if needed. DISTRICT agrees to submit such requests in writing.

9.5 DECISIONINSITE agrees to adhere to the principles and practices listed in the attached Privacy Policy. (See Schedule D)

SECTION 10 – CONFIDENTIALITY

10.1 DECISIONINSITE shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DECISIONINSITE to use some elements of the final product for the purposes of demonstration. At no time shall DECISIONINSITE divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DECISIONINSITE fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DECISIONINSITE shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

SECTION 11 – ASSIGNMENT PROHIBITED

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

SECTION 12 – AUDIT

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DECISIONINSITE, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars ($10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement.

DECISIONINSITE shall preserve and cause to be preserved such books, records, and files for the audit period.

SECTION 13 – ENTIRE AGREEMENT

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

Calexico Unified School District	**DecisionInsite, LLC**
_____	Michael B Regele
Name:	Michael B. Regele
Title:	President, DECISIONINSITE, LLC
Date: _____	April 9, 2019
	Tax ID # 74-3123949

DECISIONINSITE
Enrollment Impact Specialists

SCHEDULE A: PRODUCT FEATURE LISTS

Premier

Premier is DecisionInsite's flagship package. The Premier package annually integrates the professional development of student enrollment projections with full access to all of the location analytic features of the DI StudentView System. The Premier package is highlighted by these distinctive features.

StudentView Features (Partial List)	Premier Features (Partial List)
Location Plot Data and Tools Plot students by an array of parameters, including by trait or attribute, by school, by area, by grade, plus more	**Two District-wide and School-by-grade Projections annually**; one conservative and the other moderate. In districts funded on a per pupil basis, the conservative projection is suitable for budget planning and staffing, and the moderate projection suitable for facilities planning
SFTP SIS Integration (for select SIS systems) Annual Fall Enrollment Data Upload	Intra-district (Open Enrollment/School of Choice) and Inter-district enrollment patterns
Anytime Student Upload	Projections by attendance area
Student Mailing List Generation Excel Data Exporting Display District and School Boundary Maps	A Final Executive Report of Findings designed for use with Administrative Staff and Boards
Location Analytics Tools Maps generated to fit PowerPoint	Full access to all of the EnrollmentAnalytics functions in the StudentView System
Google Street and Satellite Base Maps Spatial Query Tools	Full access to the StudentView System's boundary change analysis tools which allow the development of alternative geographic attendance areas and derive a report of future projected enrollment within the defined scenario area
Report Generator Measurement Tools	Full access to all of the unique DecisionInsite efficiency calculators
Walking Distance Polygons Quick Presentation Graphs and Tables Easy PowerPoint Presentation Creation	Full access to all of the community demographic variables that are integrated into the system along with all of the predefined, colorful reports—QuickInsite, FullInsite, ExecutiveInsite, SchoolInsite and Neighbor Center
Alternative Google Base Maps	MySchoolLocator – Parent assigned school lookup

Optional Residential Development Research

The option of Residential Development Research for integration into the enrollment forecasts is available upon request. Inclusion would include location mapping of expected projects, and full reporting on all proposed residential development projects phased over time.

Not all School Districts are impacted by new housing development. For clients who have been or may be impacted and request this service, DecisionInsite will contact government agencies and developers on behalf of the District to gather the data required to quantify the potential impact of new housing.

This work is completed on a "not-to-exceed" basis and the estimated fee for this service is listed separately below. Any data provided to DecisionInsite by the District will reduce the work required.

SCHEDULE B: ADDITIONAL SERVICES AND RATES

Optional Services and Consulting Rates

Clients have the option to contract with DECISIONINSITE for additional services. For reference a description of the services available and the corresponding rates are listed below. If the DISTRICT should choose to request any of the services listed below or any other service not listed, DECISIONINSITE will provide the DISTRICT an estimate in writing prior to commencing any work.

Consulting

1. Residential Housing Development Research: (If not already contracted for this service) For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

2. Boundary Configuration Consulting: While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite's professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

3. Student Generation Rate Studies: Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

4. School Capacity Studies: A School Capacity Study by DecisionInsite generates multiple scenarios that consider alternative impacts of changes in underlying variables such as special use classrooms, class size by grade level, half-day or extended day Kindergarten, number of relocatable classrooms, projected enrollment, spaces for teacher prep time, etc.

5. Public Presentations of Findings: If requested by the District, DecisionInsite will make staff available to review the work completed on behalf of the District.

Custom GIS Services

DecisionInsite can easily add and integrate several custom data and analysis tools to a district's base system. These include:

1. Existing Map Layer Changes: As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally, this is sufficient since changes mid-year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.

2. Custom Map Layers: DISTRICT'S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which require safety buffer zones
- Board Trustee Areas
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

3. Custom Plotting of People (other than students) or Places (other than schools).

Consulting and GIS Rates

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with "a not to exceed" amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. All billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour
Senior Consultant	$250.00
Consultant	$175.00
Residential Development Research	$150.00
GIS Technical Services	$95.00

Expenses

Expenses are invoiced for actual travel, lodging and materials. For locations beyond one hour of travel time charge is included.

Generation of Additional Enrollment Projections

DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	$1000	$2,500
Web posting plus Final report	$1,500	$3,000

SCHEDULE C: WEB ACCESS POLICIES

Access to DecisionInsite's secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsite web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsite will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.



MySchoolLOCATOR will be accessible from the DecisionInsite web site. A link can be set up on the DISTRICT'S own web site as soon as the DISTRICT'S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

SCHEDULE D: PRIVACY POLICY

DECISIONINSITE
Enrollment Impact Specialists

PRIVACY POLICY

Definition of Personal Information

Personal information is defined as any data relating to an identified or identifiable individual.

Definition of Aggregated Data

In the context of this privacy policy, aggregated data is defined as data which is derived from client uploads which has been compiled, organized and utilized by DecisionInsite to complete our contractual obligations. Aggregated data does not contain personal information. Examples of aggregated data include enrollment projections, grade level student counts or historical enrollment figures.

Statement of Privacy Principles

In handling client, student and employee personal information, we abide by the following principles:

1. **We will limit the information we collect to that which is necessary to conduct business and work with clients to ensure compliance with Federal and State laws governing student data privacy.**
    - DecisionInsite collects business contact and student information in compliance with applicable laws and ethical business practices, in order to provide products and services, to conduct business, and to administer the StudentView web application.
    - As an organization conducting certain studies for or on behalf of a District, DecisionInsite will comply will all applicable elements of the *Federal Educational Rights and Privacy Act (FERPA)* and cooperate with the client to ensure District compliance.
    - We collect usernames and passwords from our clients for use in the login portion of the DecisionInsite web site.

- The business contact information we collect is an individual's name, title, business address, email address or telephone number, and any other information our clients voluntarily provide us.
- The primary information collected from the student record includes the student identification number, home address, grade in school, dates of first enrollment in the district and in the school, and ethnicity. Client may also choose to provide us with additional student "attributes" if deemed necessary. Student names are not a necessary part of the record we collect; however, when provided, we use them to help identify and delete duplicate records and to enable user student list generation.

2. **We promise to use only legal, ethical and professionally accepted practices in collecting data.**
   - We will deliberately limit our use of the data we collect
   - DecisionInsite shall not use or disclose business contact or student information for purposes other than those for which it was collected, except with the consent of the Person or as required by law.
   - We collect student information only for statistical and aggregate querying purposes, the results of which cannot be associated with a specific person.
   - At no time shall DecisionInsite divulge any data about particular students or families to which it has access neither during the production of the product nor subsequent to the final creation of the deliverable product.
   - We will not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains.
   - DecisionInsite may from time to time use a person's business contact information to contact the person about changes, enhancements or similar notices related to DecisionInsite products and services.
3. **We will apply stringent procedural and technological security safeguards**
   - DecisionInsite will protect personal information with physical, electronic and procedural safeguards that are appropriate to the sensitivity of the information, in order to protect it from unauthorized access, release or use.
   - Only DecisionInsite employees who need to know in order to provide products or services to you, or whose duties reasonably so require, are granted access to personal information about individuals.
   - DecisionInsite makes very limited use of "cookies." Cookies are files or file entries placed on your computer's hard drive by a website, that allow monitoring of your use of the site. We use cookies only to store a unique session ID so that we can keep each user's session separate from other users.
   - If there is an unauthorized disclosure of either personal student information or District business contact information, DecisionInsite will notify the client, in writing within 24 hours.
   - **Retention of Data:** DecisionInsite will retain personally identifiable data during the time DecisionInsite is providing services to the District and securely store the aggregated data (data not associated with a person) for a period of 5 years after

the expiration of the agreement. After 5 years DecisionInsite will delete all client data in a manner consistent with industry best practices.

4. **We will carefully limit data that may be shared with other vendors or agencies**
   - Either while under contract by a School District or after the completion of our work for a School District, DecisionInsite does not and will not sell, rent, or otherwise provide personal information to any third party.
   - DecisionInsite contracts with Amazon Web Services (AWS) for data storage and processing facilities to assist us in administering our web application or providing our products and services. AWS data centers are staffed 24/7 by trained security personnel.
     1. We may transfer personal information to vendors who have entered into a contract with DecisionInsite in ways that protects the confidentiality of your information and permits the vendor to use it only as reasonably necessary to fulfill its contract with DecisionInsite.
     2. From time to time School Districts direct DecisionInsite to provide data to District consultants who are working on behalf of the District. These requests must be provided to DecisionInsite in writing by authorized District personnel. DecsionInsite will only provide outside District consultants with aggregated data which cannot be associated with a specific person.
   - DecisionInsite may disclose personal information as it believes is reasonably necessary to comply with law, regulation or other governmental authority or to prevent harm to you or others.
   - DecisionInsite may disclose personal information upon a transfer or sale to another entity of all or substantially all of DecisionInsite's assets or stock in DecisionInsite's line of business to which this Privacy Policy relates.
5. **Protecting Privacy, a shared responsibility**
   - DecisonInsite's StudentView platform is designed to be used by authorized District administrators only. System access should not be granted to individuals not employed by the District or not authorized to access personal information.
   - DecisionInsite provides designated District personnel with administrative user rights which allow the client to grant or restrict access. It is the client's responsibility to verify the credentials of the person to whom they are granting access.
   - The StudentView system provides a level of access in which personal information is not accessible. We recommend that the number of users with access to personal information be limited.
   - If a client should need any assistance with system administration we strongly recommend that the client contact us for additional training.
   - Clients should not send personal information to DecisionInsite for upload via email. A secure upload interface is provided for this purpose.
6. **DecisionInsite employees and contractors**

- All DecisionInsite employees and contractors are required to execute a Confidentiality Agreement, in which they agree to abide by the principles laid out in this document.

7. **We will be open concerning our policies and practices**
   - DecisionInsite will respond to questions about our Privacy Principles, policies and procedures, and will address privacy complaints about possible privacy violations.
   - Parents, legal guardians or students who wish to view or correct personally identifiable information should submit a request in writing to an administrator designated by the District. This request should be then submitted to DecisionInsite. Upon receipt of this request, DecisionInsite will take the appropriate action and respond via District personnel.
   - We will provide clients and employees with easily understood information about our policies regarding the collection, use, and disclosure of personal information.
   - DecisionInsite reserves the right to change this privacy policy, and will post any revisions on our web site.



