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Terms and Conditions of Partnership | CaliforniaColleges.edu

The following capitalized terms when used in this Terms and Conditions of Partnership shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined. These Terms and Conditions of Partnership are incorporated into the Data Sharing and Services Agreement, all references to the "Agreement," shall be a reference to the Data Sharing and Services Agreement or such documents incorporated by reference into that Agreement. References to LEA shall be to the applicable Local Educational Agency entering into the Agreement with the Foundation for California Community Colleges, on behalf of the California College Guidance Initiative ("Foundation" or "CCGI").

"Confidential Information" shall mean any and all information, data, Software (as defined below), know-how and intellectual property of a confidential or proprietary nature, including but not limited to, information, data, Software, know-how and intellectual property relating to (a) technical, scientific, developmental, marketing, manufacturing, sales, operating, performance and cost matters, (b) processes, (c) designs and (d) techniques, in any and all forms in which the foregoing may appear including, but not limited to, all record-bearing media containing or disclosing any of the foregoing. Confidential Information shall include, but not be limited to, all information, data, Software, know-how, and intellectual property that is (a) marked as "confidential" or "proprietary" at the time it is provided by or on behalf of the Party providing it, (b) expressly stated by or on behalf of the Party providing it to the Party receiving it at the time of disclosure to be considered confidential or proprietary, or (c) would under the circumstances be recognized by someone generally experienced in business affairs to be confidential or proprietary.

"CaliforniaColleges Website" shall mean the Internet website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, available at <https://www.cacollegeguidance.org/tcp/> herein incorporated by reference. This definition shall also include any successor website thereto including any such site established on some other form of interactive digital or electronic communications offered over or via any alternative or successor broad band or narrow band network or method of broadcast including wireless, intranets, extranets, and interactive television or cable.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Misuse" shall have the meaning as set forth in Section IV.A of the Terms and Conditions of Partnership.

"Party" or "Parties" shall mean either Foundation, on behalf of CCGI, or LEA, or both.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent or legal guardian of the student through the use of the



CaliforniaColleges Website, as assigned to the student or parent or legal guardian by LEA. Student Data includes Personally Identifiable Information. Student Data does not include information created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of that information.

“Services” means the services and levels of support offered by Foundation and accepted by LEA, as described in Section IV.C of the K-12 Data Sharing and Services Partnership Agreement.

“Software” shall mean, at a minimum, the computer programs, in machine-readable object code and source code, created by Vendor, pursuant to its separate agreement with the Foundation, in order to develop, operate and maintain the CaliforniaColleges Website.

"Personally Identifiable Information" or “PII” shall have the meaning specified in FERPA regulations, 34 CFR §99.3.

“System User” shall mean any student or parent/guardian whose Student Data are disclosed to the CaliforniaColleges Website by the LEA or by a student (or parent/guardian) who is assigned to use the CaliforniaColleges Website by the LEA.

I. EDUCATOR ACCOUNT CREATION, AUTHORIZATION, AND MAINTENANCE

A. LEA authorizes CCGI to provide LEA’s designated lead educator (“LEA Admin”) with the ability to designate appropriate LEA educators with access to educator accounts. LEA Admin shall be responsible for creation of educator accounts for approved educators at LEA.

B. LEA shall identify the individual who will lead educator account creation at LEA. The LEA Admin will be assigned an administrator role on CaliforniaColleges.edu, this individual must be selected by the LEA’s Superintendent, or their designee.

C. CCGI shall maintain educator accounts for LEA on CaliforniaColleges Website that allows educators at LEA to access applicable student accounts on CaliforniaColleges Website. This may include providing educators at the LEA access to student accounts generated with data provided by the California Department of Education, instead of LEA-provided data.

D. It shall be LEA’s responsibility, specifically the LEA Admin’s responsibility, to maintain educator accounts across the LEA, which includes deleting accounts for those who leave the LEA or should otherwise no longer have access to an educator account.

1. LEA Admin and any other LEA employees with administrative access on CaliforniaColleges Website shall be required to attend an informational meeting (whether recorded or live) to learn about the permissions of their new account, what student data they have access to, and review basic educator account management features in order to comply with their responsibility to protecting/safeguarding Student Data.



II. INTELLECTUAL PROPERTY

A. **Data Ownership.** Foundation acknowledges and agrees that Education Records provided by the LEA continue to be the property of and under the control of the LEA.

B. **Proprietary Rights and Licenses**

2. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Foundation reserves all of its rights, title and interest in and to the Services, including all of Foundation's related intellectual property rights in the Software. No rights are granted to LEA hereunder other than as expressly set forth herein.
3. **License by LEA to Use Feedback.** LEA grants to Foundation a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by LEA or Users relating to the operation of the Services.

III. INDEMNIFICATION AND INSURANCE

A. **Indemnification Obligations of the Parties in the Event of A Data Breach**

1. Foundation

- A. Foundation's indemnification obligations under this Section III.A.1 shall continue in full force and effect during the Term of the Agreement.
- B. Foundation shall, at its own expense, indemnify, defend, and hold harmless LEA from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that the Loss arises solely from Foundation's loss or unauthorized access or use of Student Data and does not arise as the result of: (1) any Misuse by LEA as defined in Section IV.A of below; (2) any action or inaction by LEA or any officer, director, employee, affiliate, contractor, or subcontractor of LEA; or (3) any action or inaction by a System User.
- C. LEA shall promptly (and in no event more than ten (10) calendar days after LEA receives notice of a potential or actual Loss) notify Foundation of such Loss that may give rise to an obligation of Foundation under this Section III.A.1.
- D. Foundation promptly takes reasonable actions, if any, to mitigate the harm caused as a result of the data loss or disclosure.



2. LEA

- A. LEA's indemnification obligations under this Section III.A.2 of this Agreement shall continue in full force and effect during the Term of this Agreement.
- B. LEA shall, at its own expense, indemnify, defend, and hold harmless Foundation from any expense, cost, claim, loss, or liability (collectively, "Loss") resulting from any Data Breach provided that: the Loss arises solely from LEA's Misuse of the CaliforniaColleges Website or System or any action or inaction by LEA or any officer, director, employee, affiliate, contractor, or subcontractor of LEA

B. Mutual Indemnification. Each Party to this Agreement ("Indemnitor") agrees to indemnify, defend and hold harmless the other, and its directors, trustees, officers, employees, agents (collectively "Indemnitees") against any and all liability, claims, demands, suits, losses, costs, legal fees including reasonable attorneys' fees, personal injury or illness and/or death, resulting from, arising out of, or connected with (a) Indemnitor's performance or omissions related to same under this Agreement, except as otherwise provided in Section III.A above; (b) any breach by Indemnitor of this Agreement. The Indemnitee must approve the extension of all settlement offers proposed by the Indemnitor and Indemnitee's approval shall not be unreasonably withheld. The Indemnitor shall furnish Indemnitees with all related evidence in its control. Nothing in this Agreement shall constitute a waiver of limitation of any rights which Indemnitees may have under applicable law.

C. Insurance

1. LEA. At LEA's sole cost and expense, LEA will obtain, keep in force, and maintain insurance as listed below. Coverages required will not limit any liability of LEA and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. The Commercial General Liability Policy shall name Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds. LEA, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish Foundation with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by LEA and/or Indemnitor shall be primary, and not contributory, to any insurance carried by Foundation.
2. Foundation. At Foundation's sole cost and expense, Foundation will obtain, keep in force, and maintain insurance as listed below. Coverage required will not limit any liability of Foundation and will include: commercial general liability insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence and automobile liability insurance for all



owned, scheduled, or hired automobiles with a combined single limit of no less than one million dollars (\$1,000,000.00) per accident; cybersecurity and data breach insurance with a combined single limit of no less than two million dollars (\$2,000,000.00) per occurrence; and workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time. Foundation, upon the execution of this Agreement, shall cause their insurance carrier(s) to furnish LEA with a properly executed Certificate(s) of Insurance and endorsements effecting coverage as required herein. All insurance required to be carried by Foundation and/or Indemnitor shall be primary, and not contributory, to any insurance carried by LEA.

IV. OTHER TERMS AND CONDITIONS

A. Misuse of CaliforniaColleges Website. LEA acknowledges and agrees that this Section IV.A shall set forth the certain acts which shall either singularly or collectively constitute ("Misuse") under this Agreement. The Parties agree that the below Sections IV.A.1 through IV.A.8 shall not be construed to limit Foundation with respect to a determination of any other acts which may constitute Misuse under this Agreement, and which may not otherwise be included in this Section IV.A in Foundation's sole discretion. LEA agrees that it shall not, nor allow any System Users under the direct control of LEA to engage in any of the acts as set forth below:

1. Access or use CaliforniaColleges Website in breach of the terms of this Agreement;
2. Access or use CaliforniaColleges Website in violation of applicable federal, foreign, international, provincial, state and local laws, rules and regulations or any applicable privacy or data protection laws, rules, regulations or directives;
3. Access or use CaliforniaColleges Website for any unauthorized, fraudulent or malicious purpose;
4. Access or use CaliforniaColleges Website in a manner that could damage, disable, overburden or impair the CaliforniaColleges Website so as to diminish or destroy Foundation or Vendor's ability to provide CaliforniaColleges Website to System Users;
5. Share, obtain or use, or attempt to share, obtain or use, CaliforniaColleges Website related access codes or passwords;
6. Engage in any act that would cause Foundation or Vendor's failure in maintaining the integrity of CaliforniaColleges Website;
7. Engage in any use of CaliforniaColleges Website or engage in any acts which could substantially interfere with or substantially degrade the website and impact System Users;
8. Violate the CaliforniaColleges Website terms of use or violate the terms of use for any Foundation or third party applications hosted by or accessible within CaliforniaColleges Website for utilization by System Users.



B. Confidential Information

1. LEA and Foundation each agrees that (i) it shall receive and use the Confidential Information it receives (in such capacity a “Recipient”) in connection with this Agreement from the other Party (in such capacity a “Discloser”) solely for the purposes contemplated by this Agreement, (ii) it shall not use any such Confidential Information for any other purpose, and (iii) it shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser. All Confidential Information provided in connection with this Agreement:
 - A. Shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except those of its own employees and professional advisors who have a reasonable need to know said Confidential Information for the purpose or purposes described above, who are informed of the confidential and proprietary nature of the Confidential Information, and who have agreed in a writing in favor of the Recipient to protect the confidentiality of the Confidential Information with terms at least as restrictive as those in this Section IV.B;
 - B. Shall be treated by the Recipient with at least the same degree of care utilized by Recipient to protect its own confidential and proprietary information of a similar nature, but in no event with less than reasonable care;
 - C. Shall not be used by the Recipient for its own purposes, except as otherwise expressly provided in this Agreement; and
 - D. Shall remain the property of and be returned to the Discloser or, at the Discloser’s election, destroyed (along with all copies or other embodiments thereof) immediately upon the termination or expiration of this Agreement for any reason and by either Party.
2. The obligations of a Recipient pursuant to this Section IV.B hereof shall not apply, however, to any Confidential Information which (i) at the time it is delivered to the Recipient hereunder is already in the public domain or subsequent to such delivery comes into the public domain in a manner that does not involve a breach of this Agreement by the Recipient or its employees or advisors; (ii) at the time it is delivered to the Recipient hereunder is already in the Recipient’s possession free of any obligation of confidentiality; (iii) is received independently by the Recipient from a third Party who is entitled to disclose such information to the Recipient; (iv) is subsequently independently developed by the Recipient without use of or benefit from or reference to the Confidential Information of Discloser.
3. Notwithstanding anything to the contrary herein, the Recipient may disclose Confidential Information if required to be disclosed by a court or regulatory or other governmental agency of competent jurisdiction, provided that in connection with any such requirement



the Recipient shall (A) if legally permitted, promptly notify the Discloser of such requirement in writing, (B) cooperate with the Discloser, at the Discloser's request and expense, to obtain a protective order or other confidential treatment or to contest such required disclosure, (C) shall afford the Discloser all available opportunities to obtain a protective order or other confidential treatment or challenge such required disclosure, including the opportunity to challenge it in the name and with the standing of the Recipient, (D) shall comply with any protective order or other confidential treatment obtained by the Discloser, and (E) shall disclose only the minimum amount of information that the Recipient is required to disclose.

C. **Representation, Warranties and Covenants of the Parties**

1. **Exchange of Information.** The Parties represent and warrant that all information that each Party presently knows or reasonably should recognize to be materially relevant to the other Party's understanding of their obligations under the Agreement has been provided to that Party.
2. **Compliance with Laws.** The Parties agree to comply with all applicable national, state, and local laws and regulations in the performance of their obligations under the Agreement, including but not limited to the observance of all applicable laws and regulations related to the privacy and security of the Student Data provided by LEA or any System User.
3. **Relationship of the Parties.** Foundation is acting as an independent non-profit organization to facilitate the Services under this Agreement. Foundation shall have no right or authority to enter into agreements on behalf of or otherwise bind, LEA, and LEA shall have no right to enter into agreements or otherwise bind Foundation.
4. **Due Authorization.** Each of the Parties represents and warrants that (i) it has all requisite power, authority, and capacity to enter this Agreement and to perform its obligations herein; (ii) the execution and delivery of this Agreement by such Party and the consummation of the transactions contemplated herein by such Party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; and (iii) this Agreement constitutes a valid, legally binding Agreement of such Party, enforceable against such Party in accordance with its terms.
5. **Instruments.** Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement by such Party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated herein will not violate, conflict with, result in a breach of, or constitute a default under its certificate of incorporation or other charter instrument, by-laws, or any instrument or agreement to which it is a Party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.



6. Covenant of Further Assistance. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party will cooperate with the other Party and take such further action for such purposes (including the execution and delivery of such further instruments and documents) as the other party reasonably may request and to which the recipient of the request has no reasonable objection

D. Disclaimer of Warranties. FOUNDATION MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY FOUNDATION OR VENDOR HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LEA ASSUMES TOTAL RESPONSIBILITY FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES. FOUNDATION DOES NOT WARRANT THAT THE SERVICES MEET LEA'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

E. Limitations of Liability. IN NO EVENT WILL FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY FOUNDATION HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LEA'S MISUSE OF THE CALIFORNIA COLLEGES WEBSITE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, DATA OR ANY OUTPUT, EVEN IF FOUNDATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF FOUNDATION (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LEA'S DIRECT DAMAGES, ACTUALLY INCURRED. FOUNDATION, (INCLUDING ITS SERVICE PROVIDERS, VENDOR, AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (A) RESULTING DIRECTLY OR INDIRECTLY FROM FOUNDATION'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY



FOUNDATION; OR (B) BY THIRD PARTIES, EVEN IF FOUNDATION WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN. LEA ACKNOWLEDGES THAT FOUNDATION PROVIDES THESE SERVICES WITHOUT A FEE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

F. Data Quality Maintenance. Foundation shall provide a written notice (either by e-mail or physical mail delivery to the LEA’s authorized notice recipient) to LEA in the event the quality of LEA Student Data and/or Education Records uploaded onto CaliforniaColleges.edu is outdated or otherwise insufficient, as determined by Foundation. In the event LEA fails to remedy such deficiencies within sixty (60) calendar days, Foundation reserves the right to:

1. Convert accounts from LEA-provided data to “Basic Accounts” (where Student Data or Education Records are provided through CalPADS data from the California Department of Education).
2. Disable transcript-informed functionality for LEA and LEA System Users.

In order to ensure that student accounts are populated with current and accurate data, LEA shall:

1. Provide data elements according to the Data File Specifications and manifest file uploads on a minimum monthly basis, though a weekly upload frequency is strongly recommended, in order to ensure alignment between the districts SIS and data as displayed on CaliforniaColleges.edu and as passed to higher education systems.
2. Provide graduation elements and end of year course grades according to the Data Specifications in a timely manner, in support of CSU and UC final transcript submission timelines.
3. Be responsive to CCGI’s notifications and support to investigate and resolve data quality and/or accuracy concerns.

G. Mutual Audit Rights of the Parties. The Parties shall be entitled to upon reasonable notice to the other party an opportunity to conduct compliance audits under 20 U.S.C. Section 1232g. The Parties shall negotiate the scope, length, and terms of such audits in good faith between each Party's representatives.

H. Independent Status. Foundation is an independent non-profit entity, in business for itself, which shall perform the specific tasks relative to providing technical support and related Services to fulfill the terms of this Agreement. Foundation does not have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of LEA.



I. Waiver. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.

J. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

K. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

L. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and LEA regarding such subject matter.

M. Construction of Agreement. Both parties have participated in the negotiation and drafting of this Agreement. Therefore, the terms and conditions of this Agreement shall not be construed against either party as the drafting party.

N. Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this Agreement on behalf of themselves or the party on whose behalf they execute this Agreement.

O. Survival. Sections II, III, IV(A-F), IV(J), and IV(O-P) of these General Terms and Conditions of Partnership shall survive Termination of the Agreement. Additionally, any terms and conditions in the Agreement that require a Party to continue an obligation (such as the Foundation's obligation to delete data following termination of the Agreement) shall survive Termination of the Agreement.

P. Severability. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible, the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.

Q. Education Code § 49406 and 45125.1. Prior to having contact with LEA students, Foundation employees, agents, or volunteers that will have more than limited contact with LEA students will receive a criminal background check pursuant to California Education Code § 45125.1. Foundation shall conduct criminal background checks through the California Department of Justice ("CDOJ"), including both CDOJ and Federal Bureau of Investigation ("FBI") background checks, and must obtain



subsequent arrest notification. Foundation certifies that no Foundation employee, agent or volunteer who has been convicted of a serious or violent felony as defined by California Education Code § 45125.1 (citing California Education Code § 45122.1), a sexual offense as defined by California Education Code § 44010, a controlled substance offense as defined by California Education Code § 44011, or any other offense that renders Foundation proximity to children or services to the LEA inappropriate, shall have contact with LEA students under this Agreement. Additionally, Foundation shall maintain on file documents confirming that Foundation/CCGI Parties received a Tuberculosis (TB) test or TB assessment that complies with the requirements of California Education Code § 49406.