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File ID Number	22-2696
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Enactment Date	1/17/2023 er

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Preston Thomas, Chief Systems and Services Officer
Susan Beltz, Chief Technology Officer

Meeting Date January 11, 2023

Subject Approval of Resolution No. 2223-0079 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Active Internet Technologies dba Finalsite Properly Entered Into Through the Education Technology Joint Powers Authority; Approval by the Board of Education of Ed Tech JPA Purchase Agreement between Oakland Unified School District and Active Internet Technologies dba Finalsite; Ratification of Student Data Privacy Agreement
Contractor: Active Internet Technologies dba Finalsite
Services For: January 12, 2023 - June 30, 2025

Ask of the Board Approve Resolution No. 2223-0079 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Active Internet Technologies dba Finalsite, Glastonbury, CT, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA"); Approval by the Board of Education of Ed Tech JPA Purchase Agreement between Oakland Unified School District and Active Internet Technologies dba Finalsite. Under this contract, Active Internet Technologies dba Finalsite will provide a) initial conversion and setup of district and school websites, including the OUSD intranet during the 2022-23 school year, and b) licensing, upgrades and support for the Finalsite web design and hosting platform for the period January 12, 2023 to June 30, 2025 for an amount not to exceed $263,930.00, consisting of $77,350.00 in one-time professional services fees due in 2022-23, and b) $93,290.00 in annual licensing and hosting fees due in each of the 2023-24 through 2024-25 fiscal years; Ratification of Student Data Privacy Agreement.

Background Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

Discussion

The EdTech JPA is a cooperative purchasing organization that makes contracts available for "piggybacking" to state and local governments, including school districts. It aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for eligible entities. The Ed Tech JPA is supported by seven founding entities, including Capistrano Unified School District, Clovis Unified School District, Fullerton School District, El Dorado County Office of Education, Irvine Unified School District, San Juan Unified School District, and San Ramon Valley Unified School District. These founding members of the Ed Tech JPA coordinate consortium purchases of high-quality products and services to benefit all of their current and potential member agencies.

The EdTech JPA issued an RFP to support web design and hosting. Active Internet Technologies dba Finalsite was one of the vendors awarded a contract ("Master Agreement") during a duly noticed Board meeting on March 25, 2021.

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Agreement is in the best interest of the District. The Resolution then accepts the offer of contract with Active Internet Technologies dba Finalsite pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of $77,350.00 in one-time professional services fees for 2022-23, and $93,290.00 for the 2023-24 through 2024-25 fiscal years, for a total of $263,930.00 from January 12, 2023 to June 30, 2025, with an annual termination option provided for the last two years of the five-year term, and approves the associated Purchase Agreement.

The Oakland Unified School District has successfully used the Blackboard Web Community Manager (WCM) for over five years to power the OUSD public website located at https://www.ousd.org along with numerous individual school websites built using this platform. Blackboard has also been used to host the OUSD intranet which provides internal resources for staff. The Blackboard Ally accessibility solution has also been deployed to ensure compliance with the Americans with Disabilities Act (ADA) by providing content editors with synchronous reporting and step-by-step instructions inside the administration console of the platform.

While the Blackboard solution is a viable platform for web design and hosting the OUSD Communications team has found Finalsite to be superior in terms of both functionality and ease of use. Finalsite has been broadly adopted by K-12 school districts, serving more than 2200 schools in 70 countries, and offers a broad range of design templates, reporting and analytics, search optimization functionality, native ADA compliance features, and options for interoperability, along with high ratings for service, support and training. OUSD currently has several schools using platforms other than Blackboard for website hosting, which increases the risk that their website will become unmaintainable when staff turnover occurs. Because the Finalisite solution offers improved ease of use, its adoption will enable OUSD to bring all school websites under a single platform.

Annual recurring licensing and hosting fees are comparable to those provided by the Blackboard platform. In addition, Active Internet Technologies dba Finalsite has acquired Blackboard and is hence able to guarantee that hosting fees will not overlap once Finalsite is launched districtwide.

While Active Internet Technologies, Inc. does **not** require access to confidential District student data, the Standard Student Data Privacy Agreement has been executed between Active Internet Technologies dba Finalsite and the Ed Tech JPA. We now ask the Board to ratify Exhibit E to enable OUSD to piggyback on this agreement to protect any content along with any contact or other information provided by students, families, staff, and community to the District or school websites. This data sharing agreement is the Standard Student Data Privacy Agreement NDPA Standard Version 1.0, adopted by the California Student Privacy Alliance to meet the requirements of the Family Educational Rights and Privacy Act (FERPA) and Assembly Bill 1584 (which allows school districts to share data with software providers so long as the contracts include certain specified provisions). The standard terms of the NDPA ensure that the vendor will take all precautions to safeguard student data. The term of the NDPA is the same as the term of the underlying services contract. The NDPA is a piggy-backable agreement. This means that a software vendor may enter the NDPA with one school district and thereafter, by signing Exhibit E (which consists of a "general offer of terms") allow any other school district to countersign Exhibit E and be entitled to the same protections set forth in the underlying NDPA.

Here, Active Internet Technologies dba Finalsite has signed the NDPA with the Ed Tech JPA, and it further signed Exhibit E, which, again, allows any other school district to likewise sign Exhibit E and share the same data with Active Internet Technologies under the same terms. Accordingly, the District signed Exhibit E on December 19, 2022, and now asks the Board to ratify this agreement.

Competitively Bid

No. See attached Resolution No. 2223-0079 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Active Internet Technologies dba Finalsite, Glastonbury, CT, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA").

Fiscal Impact

$77,350.00 from 2022-23 Funding Resource 010-3212-0-0000-7700-5825-986-9860-0074-9999-99999: ESSER II, Data Processing, Consultant, Technology Services

$93,290.00 from 2023-24 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

$93,290.00 from 2024-25 Funding Resource
010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

Attachment(s)

- Resolution No. 2223-0079 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Active Internet Technologies, Inc., Glastonbury, CT, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA")
- Ed Tech JPA Purchase Agreement between OUSD and Active Internet Technologies, Inc., Glastonbury, CT
- Order Form
- Finalsite Proposal for OUSD
- Data Privacy Agreement with Exhibit E
- RFP No. 20/21-02 issued by EdTech JPA
- Master Agreement between EdTech JPA and Active Internet Technologies dba Finalsite with Pricing Catalog and Amendment
- Agenda, Minutes, and Resolutions from March 25, 2021 Board meeting at which Master Agreement was adopted

RESOLUTION
OF THE
BOARD OF EDUCATION
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 2223-0079

Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Active Internet Technologies dba Finalsite Properly Entered Into Through the Education Technology Joint Powers Authority

WHEREAS, Public Contract Code section 20118 ("section 20118") permits a school district, "without advertising for bids," to contract with "any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor" if the school Board determines it to be in the "best interests of the district";

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency "under the same terms that are available to the public corporation or agency under the existing contract";

WHEREAS, Education Technology Joint Powers Association ("EdTech JPA") is a cooperative purchasing organization that makes contracts available for "piggybacking" to state and local governments, including school districts;

WHEREAS, EdTech JPA issued RFP No. 20/21-02 on December 8, 2020, to request proposals from responsive vendors to provide best value solutions for web design and hosting;

WHEREAS, the RFP included the following cooperative purchasing language in Section 3:

> *The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA.*

WHEREAS, on January 27, 2021, the EdTech JPA received twelve proposals, including from Active Internet Technologies dba Finalsite;

WHEREAS, on March 25, 2021, in a duly noticed Board meeting, the Board of Directors of the EdTech JPA approved the award of the contract to Active Internet Technologies dba Finalsite;

WHEREAS, the EdTech JPA executed a contract with Active Internet Technologies dba Finalsite ("Master Agreement") with an effective date of March 25, 2021, and an initial term of three years (through March 24, 2024).

NOW, **THEREFORE**, **BE IT RESOLVED**, the Board of Education ("Board") finds that the Master Agreement was properly bid, awarded, executed, and approved based on the representation of EdTech JPA and Active Internet Technologies dba Finalsite, and the documents provided to OUSD (RFP, Board agenda, and Master Agreement, all attached to this Board item and incorporated herein by reference);

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with Active Internet Technologies dba Finalsite, hereby accepts the offer of contract with Active Internet Technologies dba Finalsite pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of $77,350 for 2022-23 (consisting of one-time professional services fees) and $93,290 per year for the 2023-24 through 2024-2025 fiscal years (total of $263,930), from January 12, 2023 to June 30, 2025, and approves the Purchase Agreement with Active Internet Technologies dba Finalsite.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 17th day of January, 2023, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Benjamin "Sam" Davis, Jennifer Brouhard, Nick Resnick, Vice President Clifford Thompson, President Mike Hutchinson

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: VanCedric Williams, Valarie Bachelor
Natalie Gallegos Chavez (Student Director), Linh Le (Student Director)

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at the Special Meeting of the Board of Education of the Oakland Unified School District held on January 17, 2023.

Legislative File	
File ID Number:	22-2696
Introduction Date:	1/17/23
Enactment Number:	23-0051
Enactment Date:	1/17/2023 er

OAKLAND UNIFIED SCHOOL DISTRICT

Mike Hutchinson
President, Board of Education

Kyla Johnston-Trammell
Superintendent and Secretary, Board of Education

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ED TECH JPA PURCHASE AGREEMENT:
RFP No. 20/21-02 Web Design & Hosting

This Purchase Agreement (this "PA") is made as of January 12, 2023 (the "Effective Date"), by and between Oakland Unified School District ("PARTICIPANT") and **ACTIVE INTERNET TECHNOLOGIES, DBA FINALSITE** ("VENDOR").

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On December 8, 2020 ED TECH JPA issued a Request for Proposal for web design and hosting services (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.

2. ED TECH JPA published the RFP on its Website and in a local periodical.

3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.

4. ED TECH JPA selected VENDOR for an award under the RFP for Request for Proposal for web design and hosting solutions (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the ED TECH JPA may purchase products from Vendor. The RFP, Vendor's proposal in response to the RFP, the Master Agreement, and the California Student Data Privacy Agreement are hereby incorporated herein by this reference

C. A California public entity using the ED TECH JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

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This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

3. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

4. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE

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VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

6. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Products has been discontinued and is no longer available from the manufacturer;
B) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted;
C) VENDOR has obtained prior written Board approval from ED TECH JPA;
D) VENDOR receives an executed Amendment to the Master Agreement;
E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
F) VENDOR receives an executed Amendment to the Purchase Agreement.

7. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and PARTICIPANT.

8. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
Name: Jim Calabrese
Address: 655 Winding Brook Drive, Glastonbury, CT 06033
Email: jim.calabrese@finalsite.com
Phone: 860-289-3507

B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
Name: Oakland Unified School District
Attn:
Address:
Email:
Phone:

C. The primary ED TECH JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org

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949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

(a) Intellectual Property: VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party. For its part, PARTICIPANT will defend, indemnify, and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs, attorney's fees, judgments, and other expenses arising out or on account of any third party claims that its intellectual property rights were misappropriated or infringed, to the extent the claim results from (A) PARTICIPANT's misuse of the product, (B) modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9 and which is not the result of PARTICIPANT misconduct, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT a portion of the License Fees paid by PARTICIPANT in respect of the product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member.

(b) Other Claims. To the extent permitted under applicable law, each Party agrees to defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein.

(c) DISCLAIMER OF LIABILITY. ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

10. ATTORNEYS' FEES

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If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

13. DEFAULTS

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from PARTICIPANT to VENDOR, then PARTICIPANT may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

14. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

15. NOTICES

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All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

16. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18. TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of three years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon thirty (30) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

19. SURVIVAL

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The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

22. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to PARTICIPANT, members of PARTICIPANTS's board of trustees, and the officers, agents, employees and volunteers of PARTICIPANT, individually and collectively, as additional insureds.

" Oakland Unified School District , its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

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

Oakland Unified School District

By: Mike Hutchinson
Its: President, Board of Education
1/18/2023
Date

By: Kyla Johnson-Trammell
Its: Superintendent and Secretary, Board of Education
___1/18/2023_____

FINALSITE

DocuSigned by:
Jim Calabrese
59DAB97691BB4F7...

By: Jim Calabrese
Its: CFO
12/19/2022
Date

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Exhibit A

Finalsite Order, Master Terms and Conditions, and Statement of Works

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FINALSITE

Customer: Oakland Unified School District
Created By: John Doornbos
New Contract
12/15/2022
Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Oakland Unified School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Package 2 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp2

Composer CMS Platform
Communications Core Platform - Districts View a detailed description of what's included in your software package here http://www.finalsite.com/dcc

Products Included in Communications Core Platform - Districts	
Admins with ticketing rights (86)	HTTPS Implementation
Bandwidth (50 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (344 boards pooled)	Website cloud storage (500 GB)
Data Imports through Finalsite Support (4/year)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
District Site and 85 Additional Sites	Site Editors (258)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (86)
Finalsite Composer Content Management System	Tiered Permissions and User Management
Faculty/Staff Directory & Role	Unlimited Calendars (Incl. Integration)
Finalsite Payments by BlueSnap	Unlimited Published Pages
Forms Manager (430 forms pooled)	

FINALSITE

Customer: Oakland Unified School District
Created By: John Doornbos
New Contract
12/15/2022
Proposal Valid for 30 days

Additional Products or Services Purchased:

Consulting & Internet Marketing	
Virtual Webmaster (150)	

Creative and Deployment Services	
Content Migration	

Data Integration	
LDAPS/Active Directory Integration	

Modules	
Advanced Search	AudioEye for Districts - over 25,000 students
Feeds for Districts - Standard	Weglot Advanced 1M (Unltd languages)

Training & Support	
Support Plan - Priority	Virtual Instructor-Led Custom Training (10)

FINALSITE

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Special Provisions:

1) Purchase is made via ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-02 Web Design & Hosting.
2) The agreement is for an initial three (3) years, with the first year being the current 2022-23 year, wherein the one-time fees are due, and two subscription years ending on June 30, 2025. Each successive year after the third year, on the anniversary date of the agreement, the Client can renew for two additional one-year terms. At most, the Agreement shall exist for a total of five (5) years (inclusive of the original term and all renewals). In no event shall the Agreement extend beyond five (5) years without the express prior written consent of both Parties.
3) Content Migration: At no cost, included in the setup fee is the content migration of all Tier 1-3 pages on district and school sites using Blackboard WCM. Additionally, to cover the cost to migrate additional pages beyond this is 800 pages of content migration.
4) Virtual Webmaster:
This agreement entitles the Customer to 150 hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of $150/hour. This service will be made available for a maximum of 5 hours per week. Unused hours expire on December 31st, 2023. Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.
5) Virtual Training: Included are ten one-hour customize virtual training sessions to be used to provide school-based editors live 'Composer 101' training.
6) Finalsite University: Included in the setup cost is one complimentary virtual ticket to FinalsiteU.

Services: Initial Term and Fees:

The initial term of this Order is for the (2) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the “Initial Term”).

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$77,350

Schedule	Amount
Period 1 - Jul 01 2023	$ 93,290
Period 2 - Jul 01 2024	$ 93,290

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FINALSITE

Customer: Oakland Unified School District
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New Contract
12/15/2022
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B. Payment Terms

1. **All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (1) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Unless otherwise specified, all dollars ($) are United States currency.**
4. **Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.**
5. **Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.**

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client	**Active Internet Technologies ("AIT")**
Oakland Unified School District President, Board of Education	
Signature	DocuSigned by: Jim Calabrese 59DAB97691BB4F7...
Name (printed) Superintendent and Secretary, Board of Education	Jim Calabrese
Title (printed)	**Title (printed)** Chief Financial Officer
Date 1/18/2023	**Date** 12/19/2022

☑ **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

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C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address Purchasing Department 900 High St
City, State Zip Oakland, CA 94601
Phone
Email

Project Contact
Title
Phone
Email

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

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Finalsite Master Terms and Conditions for Services

THESE **MASTER TERMS** AND CONDITIONS FOR SERVICES (THE "MASTER TERMS"), SHALL APPLY TO THE SERVICES MADE AVAILABLE BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE ("**FINALSITE**"), A DELAWARE CORPORATION HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 FOR THE **CUSTOMER** (**FINALSITE** AND **CUSTOMER** SOMETIMES COLLECTIVELY REFERRED TO AS THE "**PARTIES**"). THE "**CUSTOMER**" IS AN ENTITY WHICH ENTERS INTO AN **ORDER** WITH **FINALSITE** PURSUANT TO THESE **MASTER TERMS**. EACH **ORDER** EXECUTED BY THE **PARTIES** HEREUNDER SHALL FORM A SEPARATE CONTRACT BETWEEN THE **PARTIES** WHICH INCORPORATES AND SHALL BE GOVERNED BY THESE **MASTER TERMS**.

1. Ordering Services.

1.01 **Customer** may purchase from **Finalsite** the right to use one or more software-as-a-service ("SaaS") applications and/or modules (collectively, "SaaS Services") which will be hosted by **Finalsite** or a third party on its behalf (the "Hosting Services"); and may purchase deployment services to be performed by **Finalsite** (collectively, "Deployment Services"), other professional services, such as training and consulting services (collectively, "Professional Services") and support and maintenance of the SaaS Services (collectively, "Support Services") (SaaS Services, Hosting Services, Deployment Services, Professional Services and Support Services sometimes collectively referred to in these **Master Terms** as "Services"). These **Master Terms** set forth the basis for the relationship between the **Parties** and the terms applicable to such transactions. In each instance in which **Customer** wishes to purchase Services from **Finalsite**, the **Parties** shall enter into a mutually agreed order describing the particular Services ordered and any special conditions or terms applicable thereto (each an "**Order**"). **Customer** shall only have the right to receive those Services specified in an applicable **Order**. As appropriate, an **Order** may include a Statement of Work ("SOW") which is mutually agreed to by the **Parties** to further describe certain of the Services. In order to be effective, a SOW shall reference the applicable **Order** and either be attached to such **Order** or separately executed by both **Parties**. When mutually agreed and signed by duly authorized representatives of each Party, each **Order** shall be and hereby is deemed to be governed by these **Master Terms**. When taken together, these **Master Terms** (as they may be permissibly amended or supplemented by an **Order**) and each individual, fully executed **Order** shall form a contract between **Finalsite** and **Customer**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any **Order**, the terms and conditions of the **Order** shall control with respect to such **Order**.

These **Master Terms**, together with all Orders executed by the **Parties**, constitute the agreement of the parties (the "Agreement").

2. Access to SaaS Services/Restrictions.

2.01 Subject to the terms and conditions of this Agreement, upon entering into an **Order** applicable thereto, **Finalsite** shall make the SaaS Services available to **Customer** for use by **Customer** and its Authorized Users solely in support of **Customer**'s internal operations and otherwise in accordance with the terms of this Agreement and **Finalsite**'s Privacy Policy set forth at finalsite.com/privacy. Additional usage limitations or restrictions may be imposed on **Customer**'s use of the SaaS Services, including limitations on bandwidth and storage, to the extent specified in an **Order**, and **Customer** shall comply therewith. Due to the nature of a SaaS delivery model, the SaaS Services to which the **Customer** is provided web access hereunder will be the version of such SaaS Services (as may be updated by **Finalsite** pursuant to Section 5 below) which is then hosted by **Finalsite** (or its third-party hosting provider) for its customers generally. All rights not expressly granted to **Customer** in this Agreement are reserved to **Finalsite** and its licensors.

2.02 **Customer** and its employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are permitted by **Customer** to use the SaaS Services on **Customer**'s behalf (collectively, "Authorized Users") may access the SaaS Services, along with applicable content displayed by **Customer** through the use thereof, over the internet via **Finalsite**'s hosted website solely in support of **Customer**'s operations and within the scope of **Customer**'s permitted use of the SaaS Services. With respect to public-facing content which the SaaS Services are designed to display, Authorized Users include third party community members who access the screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which **Customer** has chosen to display to the public. **Customer** shall be fully responsible for any acts or omissions of its Authorized Users, including any unauthorized use of the SaaS Services or other breach of this Agreement.

2.03 Except as expressly set forth in these **Master Terms** or an **Order**, **Customer** shall not and shall not permit its Authorized Users or other third parties to (i) use, copy, sell, assign, sublicense, convey or otherwise transfer, all or any portion of the SaaS Services; (ii) decompile, disassemble or otherwise reverse engineer the SaaS Services or any portion thereof; (iii) modify, translate or create any derivative works based on the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the SaaS Services (v) use the SaaS Services to provide hosting, service bureau, time sharing, outsourcing or other services on behalf of, or for the benefit of itself or any third parties; or (vi) violate or cause the violation of any law, regulation, order, decree or judgment in connection with the use of any Services or any content or data utilized therewith.

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3. Hosting Services.

Finalsite will provide Hosting Services and Support Services in accordance with the Service Level Agreement ("SLA") attached as Schedule 1 to these **Master Terms**.

4. Deployment and Professional Services.

4.01 Certain Deployment Services and/or Professional Services may require that the parties agree to a SOW, which may include a timetable for delivery and other assumptions. Any timetable set forth in a SOW, **Order** or other project document is in the nature of a good faith estimate which is dependent on, among other factors, **Customer**'s provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of **Customer** in a SOW.

4.02 **Customer** shall provide **Finalsite** access to **Customer**'s logos and trademarks as may be necessary to perform the Deployment Services and other Services requested by **Customer**. For the avoidance of doubt, **Customer** shall retain ownership of its logos and trademarks.

4.03 **Finalsite** will provide all Professional Services and Deployment Services in a professional and workmanlike manner and in accordance in all material respects with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Deployment Services and/or the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements which are described in the applicable **Order** or SOW, **Customer** shall give **Finalsite** written notification of the deficiency or non-conformance within thirty (30) days after delivery thereof. **Finalsite** then shall, within thirty (30) days of receipt of such written notification, exert commercially reasonable efforts to either correct the deficiency or non-conformance or provide **Customer** with a plan for correcting the deficiency or non-conformance. **Customer** shall provide reasonable support and assistance requested by **Finalsite** as reasonably necessary to discover the cause or a cure for the reported deficiency or non-conformance.

5. Maintenance & Support.

5.01 During the Term, and subject to the terms and conditions of this Agreement, including payment of fees, and provided **Customer** has placed an **Order** for use of SaaS Services, **Finalsite** shall provide **Customer** with Updates and Upgrades to the SaaS Services as and when made available to customers generally. For purposes of this Agreement, "Updates" means a new version of the SaaS Services containing error corrections or bug fixes to the then-current version of the SaaS Services and does not contain functional enhancements, modifications or extensions. "Upgrades" means a new version of the SaaS Services containing functional enhancements, modifications or extensions to the then-current version of the SaaS Services which are not separately priced or marketed by **Finalsite**. An Upgrade may include architectural changes. **Finalsite** supports **Customer**'s web access to the SaaS Services utilizing the then-current version and one prior version of Internet Explorer, Safari, Chrome or Firefox.

5.02 During the Term, **Finalsite** will make available additional Support Services in accordance with **Finalsite**'s then-current standard support policies and practices. Certain Support Services are accessible through the "Help" section located in **Customer**'s interface to the SaaS Services. Certain other Support Services (such as expedited or "priority" support) may be purchased by **Customer** under an **Order**, and, in such event, the terms and conditions of such Support Services, and associated fees, shall be as described in the applicable **Order**.

6. Third Party Technology.

6.01 In connection with the SaaS Services, software or technology of third parties may be accessed and utilized by **Customer** in connection with its use of the SaaS Services and/or the SaaS Services may enable **Customer** to interact with and/or utilize third party software or technology (collectively, "Third Party Technology"). By way of example, and not limitation, Third Party Technology would include third party products and services such as online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that allows (through an interface, a link or otherwise) for embedding functionality within a front-facing webpage served up by the SaaS Services. Except as otherwise expressly provided below, **Customer** is solely responsible, and shall ensure that **Finalsite** is not responsible or liable, in connection with **Customer**'s access to or use of any Third-Party Technology and any terms associated therewith. To the extent that **Finalsite** incorporates or embeds any third party software into the SaaS Services such that the embedded software is a core part of the SaaS Services (collectively, "Embedded Software"), then such Embedded Software shall be supported, and **Customer** shall have the right to use such Embedded Software, to the same extent as the SaaS Services are supported and permitted to be used under this Agreement. Except as expressly provided above, no rights are granted by **Finalsite** to **Customer** or its Authorized Users to use any Third-Party Technology.

7. Ownership.

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7.01 **Customer** or its licensors shall own: (a) all data and content that **Customer** and its Authorized Users input, post, submit, or otherwise provide to **Finalsite** while utilizing the SaaS Services under this Agreement (where "content" includes text, images, and sounds); and (b) **Customer**'s logos and trademarks (collectively, "**Customer** Materials"). **Customer**, and not **Finalsite**, shall be solely responsible and liable for the content, accuracy or completeness of all **Customer** Materials (including monitoring the content posted on the website), and for any infringement by any **Customer** Materials of third party intellectual property rights, and shall ensure that **Finalsite** is not responsible or liable therefor. For clarity, **Customer** Materials includes **Customer**'s Personal Information (as defined in Section 8.01 below) and Student Data (as defined in Section 9.01 below).

7.02 **Finalsite** shall not use or disclose any **Customer** Materials except: (a) as requested or permitted by **Customer**; (b) in connection with providing, facilitating or supporting the Services or otherwise exercising rights or performing obligations under this Agreement (including, for example, by addressing technical and other issues related to the Services); (c) to the extent required, or permitted, by applicable laws or regulations; and/or (d) as otherwise permitted under this Agreement.

7.03 Without limiting **Customer**'s ownership of the **Customer** Materials, **Finalsite** and its licensors shall own all right, title, and interest in and to the SaaS Services (including the underlying software and all application program interfaces ("API's") provided or made available by **Finalsite**) and all documentation, materials, work product and deliverables resulting from or related to the Services (including in each case all enhancements, modifications, updates, upgrades and derivative works thereof and all intellectual property rights in any of the foregoing). Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by **Customer** or a third party on behalf of **Customer**, or jointly by **Customer** and **Finalsite** or a third party on either party's behalf, shall belong exclusively to **Finalsite**, and **Customer** hereby irrevocably assigns all rights therein (including without limitation, all patent, copyright, trademark, trade secret and moral rights) to **Finalsite**. In the event that **Customer** or any of its users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), **Finalsite** shall automatically own such Feedback without compensation to **Customer** and **Customer** hereby assigns all rights in such Feedback to **Finalsite**.

8. Security of Personal Information.

8.01 To effect the purposes of an **Order**, **Customer** or an Authorized User may from time to time provide **Finalsite** with certain personally identifiable information (**Customer** representing that it has the right to do so in each such instance) of **Customer**'s students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is regulated by various United States laws and regulations ("Personal Information"). Personal Information may include Student Data to the extent it meets the definition thereof in Section 9.1 below.

8.02 Consistent with laws governing Personal Information and Student Data which are applicable to **Finalsite**'s performance of Services hereunder, **Finalsite** shall maintain reasonable, industry-standard administrative, physical, and technical safeguards, and implement and maintain reasonable security practices and procedures, which are designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure. **Finalsite** shall not use or disclose Personal Information, except for the purposes for which it is permitted to use or disclose **Customer** Materials under Section 7.02 above. Similarly, **Customer** agrees to comply with its responsibilities under laws governing Personal Information which are applicable to **Customer**.

8.03 **Customer** shall maintain reasonable, appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of its account IDs, passwords, and connectivity with the SaaS Services and Hosting Services. **Customer** shall be solely responsible and liable, and shall ensure that **Finalsite** is not responsible or liable, for account IDs or passwords which are disclosed by **Customer** or an Authorized User or those which are lost, stolen, compromised, or used for malicious or unauthorized purposes, including in respect of all use of the Services through the use of such account information.

9. Student Data.

9.01 Student Information, Student records and Student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student and not the property, or under the control, of **Finalsite**. During the Term of this Agreement, **Customer** shall retain control of all Student Data maintained in connection with the SaaS Services.

9.02 At any time during the Term of this Agreement, **Customer** may request deletion of any Student Data in **Finalsite**'s possession by providing a written request to **Finalsite** signed by a duly authorized representative of **Customer** specifying: (i) the name of the applicable student(s); (ii) a detailed description of the Student Data to be deleted; (iii) providing contact information of an individual authorized by **Customer** to answer questions and provide additional information about such request. Such requests must be addressed to the following address: Privacy Officer, **Finalsite**, 655 Winding Brook Drive, Glastonbury, CT 06033 or privacy@finalsite.com (which address may be amended by **Finalsite** from time to time upon notice to **Customer**).

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Customer shall be solely responsible and liable to the Student and any other party, and shall ensure that **Finalsite** shall have no responsibility or liability, in connection with the content of such deletion request (including any errors contained therein) or **Finalsite**'s deletion of Student Data in accordance with such request.

9.03 **Finalsite** shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. **Finalsite** and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize **Customer** Materials as described in Section 7.02 above.

9.04 Student Data may include "education records" as defined under the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"). To the extent that **Finalsite** collects or processes personally identifiable information in education records in the course of providing Services under this Agreement, then it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by **Customer** for these purposes as a "school official" with legitimate educational interests. In this regard, **Finalsite** will comply with its responsibilities as a school official under FERPA. Similarly, **Customer** will comply with the responsibilities applicable to **Customer** under FERPA.

9.05 Revisions or corrections to Student Data may only be made by Authorized Users of **Customer** and not the student, parent or legal guardian directly. A student, parent or legal guardian of a student may review personally identifiable information contained in the Student Data directly through use of the SaaS Services and may correct erroneous information, if any, to such information by informing the **Customer** in writing specifying: (i) the name of the applicable student; (ii) a detailed description of the Student Data to be corrected; (iii) the appropriate correction, if known. In the event **Finalsite** receives a correction request directly concerning any Student Data, it will notify **Customer** promptly and direct the student, parent or legal guardian to the **Customer** for a response, or upon the written request of **Customer** containing such information as described in this subsection, **Finalsite** will correct the applicable Student Data using the information contained in **Customer**'s written notice. Such requests must be addressed to **Finalsite** at the address set forth in Section 9.02 above. **Customer** shall be solely responsible and liable to the Student and any other party, and shall ensure that **Finalsite** shall have no responsibility or liabliity, in connection with the content of such modification request (including any errors contained therein) or Finasite's revisions or corrections to Student Data in accordance with such request.

9.06 **Finalsite** will report in writing to **Customer** after its discovery of any unauthorized release, disclosure or acquisition of Student Data not permitted or required by this Agreement or any **Order** in accordance with the requirements of applicable law. Following discovery, **Finalsite** will conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition and the identity of the affected students. **Finalsite** will use reasonable efforts to mitigate the potential harm caused by such unauthorized release, disclosure or acquisition.

9.07 **Finalsite** will not sell, rent or trade any Student Data, except in connection with the change of control or acquisition of **Finalsite**'s business and in such event the successor-in-interest to **Finalsite** shall be subject to the provisions of this Agreement.

9.08 Upon termination of this Agreement and all Orders hereunder, Student Data shall be deleted and not retained by **Finalsite** and **Customer** shall not have access to any Student Data following the effective date of termination unless a student, parent or legal guardian of a student establishes or maintains an electronic account with **Finalsite** for the purpose of storing student-generated content.

9.09 For purposes of this Agreement, the following definitions shall apply:
(a) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (i) Created or provided by a student or the parent or legal guardian of a student, to **Finalsite** in the course of the student, parent or legal guardian using the SaaS Services for school purposes, (ii) created or provided by an employee or agent of **Customer** for school purposes, or (iii) gathered by **Finalsite** through the operation of the SaaS Services and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;
(b) "Student record" means any information directly related to a student that is maintained by the **Customer** or any information acquired from a student through the use of the SaaS Services, except "student record" does not include De-identified student information (defined below) allowed under this Agreement to be used by **Finalsite** for the purposes described in Section 10.03 below.;
(c) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs; "student-generated content" does not include student responses to a standardized assessment.

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(d) "De-identified student information" means any Student Information that has been altered to prevent the identification of an individual student.

10. Consent to Use/Transfer

10.01 **Customer** warrants and represents that it shall obtain all consents necessary for **Finalsite** to provide the Services in connection with the **Customer** Materials, and otherwise use **Customer** Materials pursuant to the Agreement, including those consents related to the collection of Personal Information from children under the age of 13 in compliance with the Children's Online Privacy Protection Act, as amended ("COPPA"), consents necessary under FERPA to enable **Finalsite**'s provision of Services hereunder, and other consents necessary for the protection and use of the Personal Information and Student Data under applicable law and regulation. **Finalsite** shall be entitled to rely on this Agreement as **Customer**'s representation that all necessary consents have been obtained and **Finalsite** shall not be required to independently verify such fact or compliance by **Customer** with applicable law with respect thereto.

10.02 **Customer** further represents and warrants that the use of Personal Information and other **Customer** Materials by **Finalsite**, in accordance with the terms of the Agreement, is not in violation of any applicable law or regulation, or in breach of any covenant or obligation of confidentiality that **Customer** has to any person or entity. **Customer** acknowledges that **Finalsite** has no responsibility to review or monitor any **Customer** Materials including reviewing or determining the legality, accuracy or completeness of **Customer** Materials. **Finalsite**, however, reserves the right to take any action with respect to the Services that **Finalsite** deems necessary or appropriate in its sole discretion, if **Finalsite** reasonably believes **Customer**'s use of the Services could create liability for **Finalsite**, its affiliates and/or its suppliers or could compromise or disrupt services provided to other clients.

10.03 **Customer** acknowledges and agrees that, in the course of **Finalsite** providing Services hereunder, **Finalsite** may provide access to **Customer** Materials to employees, affiliates, subcontractors and third party service providers ("Representatives") who have a legitimate need to access such information in order to provide their services to **Finalsite** as part of **Finalsite**'s provision of Services to **Customer**. By way of example, Representatives include third parties who provide back-up, hosting, support and business recovery services. Representatives shall be required to maintain the confidentiality of all Personal Information, Student Data and other Confidential Information of **Customer**.

10.04 In addition, **Customer** agrees that **Finalsite** may collect, use and disclose data which is generated, collected or derived in connection with the use of the SaaS Services by **Customer** and its Authorized Users, including data derived from the **Customer** Materials to: (a) determine usage trends, (b) conduct research and development (including enhancing its products and services), (c) collect and analyze cookies and other metadata, (d) create analytics and (e) for other business purposes; provided that such data shall be de-identified (such that it will not identify **Customer** or its Authorized Users) and aggregated (collectively, "De-Identified Data", which includes De-identified student information defined in Section 9.09(d) above). Subject to the above conditions, **Finalsite** shall own all De-Identified Data.

11. Customer Responsibilities.

11.01 In addition to its other responsibilities as set forth in this Agreement, **Customer** is solely responsible for and assumes all liability relating to (i) decisions about **Customer**'s computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by **Customer** to access and use the SaaS Services as contemplated in this Agreement; and (iii) provision and maintenance of all domains and URLs used by **Customer** and its Authorized Users to access the SaaS Services.

11.02 **Customer** and its Authorized Users shall comply with all applicable law and governmental regulation in their respective execution, delivery and performance of this Agreement and access and use of the SaaS Services.

11.03 **Customer** represents and warrants, and shall ensure that it and all Authorized Users shall not: (i) use the Services, in whole or in part, to store, initiate or transmit material (including **Customer** Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any person; comprises unsolicited marketing (i. e. spam), in violation of third-party privacy or property rights, or otherwise tortious or in violation of applicable law: (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease; and, (v) without **Finalsite**'s prior written consent, imply or state, directly or indirectly, that **Customer** is affiliated with or endorsed by **Finalsite**; or, publicize the existence of the Agreement, or any of its terms. **Customer** will use best efforts to prevent and/or block any prohibited use, and will cooperate with **Finalsite** to prevent or cease such use from continuing. **Customer** will notify **Finalsite** immediately, in writing, if it knows or has reason to know that that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall be solely responsible and liable, and shall ensure that **Finalsite**, its officers, directors, representatives and its affiliates are not responsible or liable, for such violative use.

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12. Term of the Agreement/Orders.

This Agreement shall become effective on the effective date of the first **Order** entered into by **Customer** and **Finalsite** and shall continue through the termination date of all Orders hereunder (the "Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any **Order** shall be stated in the **Order**, provided however that unless otherwise provided in any **Order**, the term of each **Order** shall automatically renew for successive terms of equal duration to the initial term stated therein unless either Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

13. Termination

13.01 In the event either party defaults in any obligation in this Agreement or any **Order**, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.02 Either Party may terminate this Agreement, effective immediately upon written notice, in the event that the other party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator or trustee over all or substantially all of such party's property or provides for the liquidation of such Party's property or business affairs.

13.03 Either party may terminate this Agreement upon written notice at any time when there are no Orders then in effect.

13.04 **Customer** shall have the right to terminate an **Order** for convenience if it first meets each of the following conditions: (i) it must provide **Finalsite** with at least sixty (60) days prior written notice of the effective date of such termination of the applicable **Order**; (ii) it must pay **Finalsite**, as and when due, all fees and expenses which are due for Services provided through the effective date of such termination for convenience; and (iii) it must additionally pay **Finalsite**, prior to the effective date of termination, an amount equal to the full amount of the fees owed to **Finalsite** for all periods from the effective date of termination through the end of the then-current term of the applicable **Order**.

13.05 **Customer** commits that it has sufficient available funds to pay for the Services purchased under each **Order** through at least the end of the then-current fiscal year. If, for any fiscal year thereafter during which an **Order** is in effect, sufficient funds are not appropriated by **Customer**'s public funding body to pay in full the fees due under such **Order** for that fiscal year, then **Customer** shall have the right to terminate the **Order** by providing **Finalsite** with written notice of termination at least ninety (90) days (or, if later, promptly upon becoming aware of the non-appropriation) prior to the first day of the fiscal year for which sufficient funds will not be available and by paying **Finalsite** in full for all fees and expenses due through the end of the then-current fiscal year. **Customer** agrees that the termination rights set forth in this Section 13.05 will not apply if any funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by **Finalsite** hereunder. **Customer** agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all **Order** under this Agreement, such funds were withdrawn by its funding body.

13.06 Termination of this Agreement or any **Order** shall terminate all Services provided by **Finalsite** thereunder, and **Customer** and its Authorized Users shall cease all use of the applicable Services on the effective date of termination or expiration. The due dates of all payments owed by **Customer** to **Finalsite** under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

Finalsite may utilize third party subcontractors and/or service providers to perform, or support performance of, any Services under this Agreement in its sole discretion, subject to the terms of Section 10.03 above to the extent applicable. In such event, **Finalsite** shall not be relieved from its obligations under this Agreement.

15. Fees and Expenses

15.01 The fees and general scope of the services purchased by **Customer** shall be as described in the applicable **Order**, which is made part of this Agreement.

15.02 In addition to the fees described above, all out-of-pocket expenses incurred by **Finalsite** in connection with the Services which are pre-approved by **Customer** (including in an **Order** or a Statement of Work) shall be invoiced by **Finalsite** at actual cost after the corresponding onsite Professional Services are completed.

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15.03 Unless otherwise provided in an **Order**, **Finalsite** will invoice **Customer** on an annual basis, payable in advance. Payment for the invoice covering the first year of this Agreement, which may include subscription fees, Deployment Services fees and other fees as described in the **Order**, is due and payable within thirty (30) days of the effective date of the **Order** unless otherwise stated in the applicable **Order**. Thereafter, unless otherwise specified in the **Order**, **Finalsite** will invoice **Customer**, for each subsequent period of the initial term and for each renewal term, on each annual anniversary of the effective date of the **Order**. Invoices (including invoices for expenses under Section 15.02 and invoices for any Services other than the subscription fees for the SaaS Services) shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, all overdue unpaid amounts shall carry interest at the rate of 1.0% per month, or the highest rate allowed by applicable law, whichever is less, until payment is received by **Finalsite**. All fees incurred by **Finalsite** for collections (including attorneys' fees) must be paid or reimbursed by the **Customer**. All invoices shall be sent to **Customer** at the billing address set forth in the **Order**.

15.04 **Customer** shall be responsible for the payment of, or reimbursement of **Finalsite** for, any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon **Finalsite**'s net income). Upon request, **Customer** shall furnish to **Finalsite** evidence of payment of any taxes payable by **Customer**. If **Customer** is exempt from the payment of any such taxes, **Customer** will provide **Finalsite** with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality

16.01 In the course of performance of this Agreement, the **Parties** may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by **Finalsite** from third parties; (ii) the distinctive methods or procedures which **Finalsite** uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) the terms and pricing under this Agreement, (iv) each Party's business processes and strategies, (v) all portions of the **Customer** Materials which are treated as confidential by **Customer**; and (vi) all information clearly identified by either Party as confidential, provided however that a party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.02 Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to a Party's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes. Notwithstanding the above, the parties recognize that as a public agency, the Customer may receive a request to produce records according to the California Public Records Act (Government Code section 6250 et seq.) ("PRA") or other applicable local, state or federal law ("Public Disclosure Laws") In the event that the Customer receives a request to produce records that include, in whole or in part, Finalsite's Confidential Information, the Customer shall notify Finalsite of such request, who will then have an opportunity to pursue its rights in court.

17. Warranties and Representations; Limitations & Disclaimers

17.01 **Finalsite** warrants to **Customer** that for a period of ninety (90) days from execution of this Agreement, the SaaS Services will substantially perform in all material respects the functions described in **Finalsite**'s then-current standard documentation (i.e., online user manuals, online help or other such guides which are made available by **Finalsite** as part of the SaaS Services) for the applicable SaaS Services when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable **Order**. **Customer**'s sole and exclusive remedy for a breach of this warranty shall be that **Finalsite** shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to the applicable non-conformity in the operation of the SaaS Services .The foregoing warranties shall not apply in the event : (i) **Customer** or its Authorized Users use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and any **Order**; (ii) **Customer** or its Authorized Users use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors occur in the SaaS Services or Data resulting from **Customer**'s or its representatives' configuration or manipulation of the SaaS Services, in each case not specifically

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recommended in writing by **Finalsite**; or (iv) reduced performance or non-availability of the Services result from failure of network connections, or other factors, beyond the reasonable control of **Finalsite**.

17.02 **Finalsite** represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of **Finalsite**, duly authorized by all necessary action on the part of **Finalsite**; and (ii) the execution, performance and delivery of this Agreement by **Finalsite** are within **Finalsite**'s corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of **Finalsite**, (b) any law, rule, regulation, judgment, order or decree applicable to **Finalsite**'s performance of its obligations hereunder or contravene or cause a default under any license, franchise, permit or other similar authorization held by **Finalsite**, or any agreement to which **Finalsite** is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.03 **Finalsite** will exert commercially reasonable efforts to help promote **Customer**'s ability to comply with certain requirements of the Americans With Disabilities Act through the use of available features of the SaaS Services.

17.04 **Customer** represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of **Customer**, duly authorized by all necessary action on the part of **Customer**; (ii) **Customer** has full authority to act on its behalf as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by **Customer** are within **Customer**'s organizational powers, have been duly authorized by all necessary action on the part of the **Customer**, and do not and will not violate (a) the applicable organizational documents of **Customer**, (b) any applicable law, regulation, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by **Customer**, or any agreement to which **Customer** is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement.

17.05 It is **Customer**'s responsibility to determine the suitability of the SaaS Services for **Customer**'s use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.06 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, FOR ALL CLAIMS BY CUSTOMER, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, CUSTOMER'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY CUSTOMER UP TO THE ACTUAL AMOUNT PAID BY CUSTOMER TO FINALSITE UNDER THE APPLICABLE ORDER (I.E., THE ORDER GIVING RISE TO THE LIABILITY) DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.07 EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL FINALSITE OR ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

18. Modifications/ Amendments.

This Agreement and any **Order** can only be modified by a written agreement signed by persons authorized to sign agreements on behalf of the parties.

19. Waiver.

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No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

20. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the **Parties** shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

21. Relationship of Parties.

The **Parties** are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the **Parties**. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel, including, without limitation, federal and state income tax withholding, FICA, FUTA and state payroll taxes, as may be applicable.

22. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by **Customer**, in whole or in part, without the prior written consent of **Finalsite**, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may transfer or assign this Agreement in connection with a Change of Control of such Party. This Agreement shall be binding upon and inure to the benefit of the **Parties** and their respective successors and assigns. For purposes of this Agreement, "Change of Control" shall mean the sale or other transfer of (i) all or substantially all of a Party's assets; or (ii) 50% or more of the capital stock or other equity interests of a Party, including by merger, consolidation or similar transaction; or (iii) the transfer of majority voting control of a Party.

23. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer hackers, denial of service attacks, software viruses, telecommunications slow-downs or failure, erroneous data transmission, or causes which could not with reasonable diligence be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

24. Entire Agreement.

This Agreement, including any and all Orders, Exhibits, Schedules, Appendices, Attachments and material incorporated by reference, contains the entire agreement of the **Parties** relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the **Parties** and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the **Parties**, including any purchase order. For clarity, while **Customer** may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

25. Mutual Indemnification.

25.01 **Finalsite** shall defend, indemnify and hold **Customer** and **Customer**'s officers, directors, employees, and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs incurred by **Finalsite** in defending a covered claim) to the extent caused by (i) any willful misconduct of **Finalsite** ; and/or (ii) the infringement by the SaaS Services, in their as-delivered, unaltered form, of a U.S. copyright, a U.S. patent issued as of the date on which the applicable **Order** is entered into by the parties, or a U.S. registered trademark of a third party; provided that **Customer** shall (a) promptly give written notice of such claim to **Finalsite**; (b) give **Finalsite** sole control of the defense and settlement of such claim; and (c) promptly provide to **Finalsite** all available information and assistance reasonably requested by **Finalsite** in defending such claim. **Finalsite** shall have no indemnification obligation, and **Customer**

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shall defend, indemnify and hold **Finalsite** and its officers, directors, employees, attorneys and agents harmless from and against any and all third party claims arising from any alleged infringement of any third party intellectual property rights arising from the combination of any SaaS Services with any of **Customer**'s products, service, content, web service, hardware and/or business process(s).

25.02 Except to the extent expressly prohibited by applicable law, including applicable laws providing for the sovereign immunity of government entities, **Customer** shall indemnify and hold **Finalsite**, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) to the extent caused by : (i) any willful misconduct of **Customer**; (ii) the infringement by the **Customer** Materials, and/or any Third Party Technology provided to **Finalsite** or input into the SaaS Services by **Customer** or its Authorized Users, of the intellectual property rights of a third party; (iii) the nature, substance or content of the **Customer** Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the **Customer** Materials, and/or other claims; (iv) **Customer**'s failure to assume liability or responsibility where it expressly agrees to do so hereunder; and (v) **Customer**'s or its Authorized Users' failure to access and use the SaaS Services in compliance with the restrictions or prohibitions set forth in this Agreement and/or applicable law and regulation; provided in any such case that **Finalsite** (a) gives written notice of the claim promptly to **Customer**; (b) gives **Customer** sole control of the defense and settlement of the claim (provided that **Customer** may not settle or defend any claim unless **Customer** unconditionally release **Finalsite** of all liability and such settlement does not affect **Finalsite**' business or Service); (c) provides to **Customer** all reasonably available information and assistance; and (d) has not compromised or settled such claim.

26. Venue and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding conflict of law principles. The original of this Agreement has been written in English and English is the governing language of this Agreement. **Customer** waives any right it may have under the law of its territory to have this Agreement interpreted by or written in the language of the territory. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover reasonable costs and attorneys' fees. Any disputes arising out of this Agreement or the breach thereof shall be resolved by binding arbitration in Hartford, Connecticut in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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SCHEDULE 1
Service Level Agreement

This Service Level Agreement ("SLA") sets forth the Service Level(s) applicable to the Hosting Services and Support Services provided by **Finalsite** for the **Finalsite** SaaS Services. This SLA forms a part of the Agreement between **Customer** and **Finalsite** with respect to the provision of the SaaS Services by **Finalsite** and is incorporated into the Agreement by reference.

1.Hosting/ Availability of the SaaS Services

Service Level	Service Level Commitment	Measurement Window
Availability	99.5%	Monthly

For Purposes of this SLA, the following definitions shall apply:
"Availability" shall mean the portion (in percentage terms) of Scheduled Uptime that the Hosting Services are actually Available for Use.
"Available For Use" shall mean that all of the supported functions and features of the Hosting Services are capable of sending and receiving data to and from the Internet.
"Scheduled Uptime" shall mean the difference between (i) the total time Available for Use during each month and (ii) the sum of the time during which **Finalsite** may perform Scheduled Maintenance plus Excluded Time (as defined below).
"Scheduled Maintenance" shall mean maintenance performed by **Finalsite** during regularly scheduled maintenance windows, which normally shall occur during off-peak hours, or such other times **Finalsite** may determine, provided it shall provide **Customer** at least three (3) days' advance notice of such maintenance ("Scheduled Maintenance Window"). Notice of Scheduled Maintenance may be by email to **Customer**.
"Excluded Time" shall mean any period of time that the Hosting Services are not Available For Use due to the following:

- Emergency maintenance;
- Interruptions in third party networks that prevent Internet users from accessing the Hosting Services; or
- Interruptions in utility service, provided that the **Finalsite** hosting environment is served by redundant utility connections entering the facility at which the Hosting Services are provided.

2. Availability Service Credits
a. Customer must notify **Finalsite** in writing of any failure to meet the Availability Service Level and request a Service Level Credit, if appropriate.
b. In the event **Finalsite** fails to meet the Availability Service Level Commitment more than three (3) times in any rolling twelve (12) month period, upon the written request of **Customer**, **Finalsite** will extend five (5) days of hosting service to the **Customer** at no additional charge (the "Service Credits"). Such Service Credits will be allocated to the **Customer** annually on the anniversary date of the applicable **Order** for the SaaS Services.
c. The Service Credits described above shall be the sole and exclusive remedy for **Finalsite**'s failure to meet the Availability Service Level Commitment.

3. Backup Process
Finalsite will back-up or cause daily and weekly back-ups of Data (excluding **Customer** logos and trademarks) on-site and to an off-site location chosen by **Finalsite**.
4.Hosting / Bandwidth / Storage Obligations
Finalsite will provide and will be responsible for creating and maintaining the hosting, bandwidth and storage obligations as set out within the **Order**. If the **Customer** exceeds the limits defined in the **Order**, **Finalsite** shall not be held liable for any performance related issues which arise from use outside of these limits and may, at its discretion, charge for any excess use of these obligations.

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FINALSITE

Statement of Work: District Package 3

This Statement of Work (“SOW”) which represents a definition of scope and associated responsibility of services to be performed pursuant to the Ed Tech JPA Purchase Agreement: RFP No. 20/21-02 Web Design & Hosting (“PA”) Master Agreement (the "Agreement") and Finalsite Order (“Order”) by and between Active Internet Technologies, dba Finalsite ("Finalsite") and Oakland Unified School District ("Participant") which terms are incorporated herein by reference. Finalsite and Participant shall be referred to collectively as the “Parties”. All capitalized terms shall have the same meaning given to them pursuant to the PA, unless otherwise set forth herein. In the event of a conflict between any of the terms and conditions of this SOW and the terms and conditions of the PA and Order, this SOW will prevail in connection with the Services described in this definition of scope.

Project Summary

Package 3 is a custom-designed website solution that includes an Onboarding phase, a Site Deployment phase, and an Adoption phase. The Onboarding Phase has a default duration of 2 to 6 weeks and includes an introduction to key resources, tools and training to get you prepared. The Site Deployment phase has a default project plan duration of 26 to 34 weeks and covers software enablement, design implementation and warranty/launch. The project includes a school template that allows for schools within the district to have individualized sites using their logo, colors, fonts, imagery and content. A final Site Deployment project plan with specific dates and milestones will be created in collaboration with your project team. The final Adoption phase will be an ongoing process that will include you, Finalsite support and your Client Success Manager.

Scope of Services

Pre-Deployment Onboarding Phase

- Enable MavenLink Project Management software
- Provide online resources and services, including product videos and best practice documentation for drafting a sitemap and gathering content.
- Provide live Q&A sessions to assist with getting prepared for Deployment kick-off
- Finalize the Success Plan in collaboration with Finalsite
- Assign project team members at end of Onboarding Phase

Project Management

- Assign and coordinate Finalsite project team members and oversee the project milestones, schedule and deliverables, per this SOW.
- Work with Finalsite team members and Participant personnel to complete the deliverables outlined in this SOW, manage day-to-day project tasks and serve as Finalsite’s primary point of contact in communicating and coordinating with the Participant.
- Finalize Project Plan with completion dates for respective milestones.
- Provide bi-weekly status report of project status to stakeholder Parties.
- Parties will meet remotely once per week (day and time TBD) for a weekly status meeting.
- Project Management allowable time for the scope of work per the contract to support all three main project phases include 65 hours.

- Set up software platform and activate purchased modules and storage space per the contract.

Design Deliverables

- Create one custom graphic design for the District homepage (the “Design Theme”), to review with up to three rounds of revisions within allowable project time of up to 75 hours[1].
    1. The Homepage design will contain a header, footer, up to six content areas and up to three interactive design feature, as per the design package.
- Create one Lower Level Page to review with up to three rounds of revisions within allowable project time of up to 30 hours[1].
    1. The Lower level page design includes a content style guide that comprises 20+ content styles.
- Design and develop a navigational system to support the District structure based on the Participant provided sitemap.

School Sites

- The structure of the custom District design will be used for the design of the school site template and includes one round of revisions to accommodate design requirements to support school homepage content needs. Allowable time for this deliverable is up to 20hours.[1]

Production Deliverables

- Develop cascading style sheets (“CSS”) to build the homepage and lower level layouts based on the approved design within the Finalsite Content Management System (“CMS”).
- Ensure that CMS elements are developed and styled appropriately based on the approved design.
- Implement any specific functionality and interactive components per the approved design.
- Develop a responsive implementation of the desktop design to appropriately resize and refactor for mobile and tablet devices

School Sites Production Deliverables

- Implement the approved school template for each separate site set per the PA and configure with the logo, color and web fonts of each school.

[1] Project hours are inclusive of Project Management, Design and Front-end Development time.

Technical Services

- Perform 3-part Quality Assurance testing of the website with the project team (Finalsite Project Manager, Designer, Front-End Developer, and QA Specialist) and amend errors as needed.
    1. Part 1: Design Review to inspect the built out design against the approved design(s).
    2. Part 2: Technical Review to test for design and/or content display issues in the supported browsers and devices. Supported browsers generally include the current version and the two previous versions.
    3. Part 3: Accessibility testing to comply with WCAG 2.0 level A/AA standards per the time of this SOW.
- As a national firewall like China's will adversely impact website performance of all websites, even those absent specifically prohibited content, it is also recommended that Participant follow Finalsite's guidelines for offsetting these performance impediments by optimizing the website for performance, e.g. minimizing the use of bandwidth-intensive design assets such as auto-playing video or slideshows, large images, certain types of dynamic content, etc. Similarly, Participants located in areas known to have lower bandwidth internet access and/or periodic network performance degradation should make Finalsite's design team aware of these considerations prior to the design phase.
- An SSL certificate will be installed with a wildcard to support primary domain and subdomains. If additional certificates are needed, that effort will be handled under a separate statement of work. The issuing and installation of SSL security certificates, allowing for data submitted to or displayed by the website to be encrypted, is also restricted for individuals, organizations, and domain names registered in countries on the U.S. Export banned or restricted countries list. This list is subject to change at any time but currently includes Afghanistan, Cote d'Ivoire, Cuba, Eritrea, Guinea, Iraq, Iran, North Korea, Liberia, Myanmar, Rwanda, Sudan, Sierra Leone, South Sudan, Syrian Arab Republic, Zimbabwe. Participant is responsible for knowing whether they are impacted by restrictions imposed by U.S. Export laws.

Accessibility

- Finalsite will use the AudioEye Digital Accessibility Platform to scan and report errors on each domain after configuration of logo, colors and fonts during the QA phase of the implementation process, and will address A/AA level errors and warnings set forth from the WCAG 2.0 standards.
- Finalsite is responsible for addressing errors found in site structure including, but not limited to: headers, footers, navigational sections, color contrasts, keyboard accessibility, module elements. Warnings which are presented in the Audio Eye Compliance report do not indicate an error; they are indicators for a manual check and commonly remain notated in the report after resolution.

Training

- Finalsite Project Manager will work with Participant to provide an overview of the Training Portaland define the necessary steps to learn the software and tools to contribute to the site. If subsequent training and education of the platform is required due to Participant circumstances

(e.g. new team members, turnover, etc.) and the training portal is not adequate, these efforts will be handled under a separate statement of work.

- Participant will attend training webinars, utilize on-demand training videos and additional online resources on the Finalsite CMS and Modules as recommended by Finalsite.

Data & Integration

- Finalsite Project Manager will provide the appropriate Excel templates based on purchased modules that will be populated with School data by the Participant using the exact columns and format.
- Finalsite will provide a one-time import for review and troubleshooting, and a second one for a final import before site launch.
- If the project includes data integration or Single Sign-On (“SSO”) functionality, Finalsite Data Integration services will provide instructions and documentation relating to setup and configuration requirements for the Participant’s system environment.
- Ultimately, Participant is responsible for maintaining the configuration of the data mapping and privacy settings, so the methodology followed is geared towards guidance and joint configuration effort. Given this, it is important that Participant identify the correct personnel to work with Finalsite during these efforts.

Content Services

- Participant will select one option from the two content services as set forth below.:
    1. Content Migration for 30 pages in which Finalsite will move content from the current site into the Finalsite Platform; this includes the migration of static text, external hyperlinks, internal hyperlinks to documents and inline images from the main content area of the pages contained in the content map. There may be special provisions in your contract that impact this.
        - The Participant is responsible for providing a content map. This file states the page URL for the current site and the URL of the new page which the contentwill be moved into.
        - Standard styling will be inherited in the site and generally include H1-H6, bold, italics, underline, standard bullet and numbered lists. Inline styling may carry over but will not include any custom styling found in external CSS files of the current site.
        - Participant is responsible for any content modifications they’d like completed after the migration is delivered. This could include but is not limited to modifying the page layout to utilize new features the Finalsite platform affords them and re-styling any content using the custom styles designed for the Finalsite website.
    2. Layout Optimization for 8 pages in which Finalsite will optimize each page’s appearance by utilizing Finalsite’s CMS Composer and content features such as: page layouts/layout elements, content display elements, standard styling, and custom content styles designed for the Finalsite website.
        - Participant must add all desired content to all selected pages before Finalsitecompletes the Layout Optimization service; only content present on the pages at the time of service will be optimized.

    - Layout Optimization is a one-time setup and at Finalsite's discretion. There is no review period or continued work by Finalsite for this deliverable; Participant is responsible for all subsequent updating of the selected pages.
- Participant is responsible for migrating the remainder of content from the current site into the Finalsite Platform.
- Content Migration and Layout Optimization are not transferable and cannot be traded for other deliverables such as custom design and coding.
- Content Migration and Layout Optimization are Deployment deliverables and, if not used by the end of the Warranty Phase of the Deployment project, will be considered forfeited.

Warranty

- The warranty period begins after the production and QA phases and any concurrently running project phases. It signifies Finalsite has materially delivered the scope of work per the scope outlined in this SOW and lasts 30 calendar days.
- Parties will meet remotely once per week (day and time TBD) for the duration of the 30-day warranty period; this time is reserved to close out any remaining questions, training guidance, and general site issues or inquiries.
- Finalsite is responsible for resolving errors found in the delivered website(s) during this period. Errors are defined as the following: design and/or content display issues in supported browsers or devices and include font or color modifications needed for compliance of WCAG 2.0 standards.
- Design changes will be handled in a separate work order. Design changes and/or requests are defined as inclusive of, but not limited to: font or color changes not deemed necessary for accessibility compliance, design additions or modification to the approved, built out design such as adding or removing panels from the Homepage, the creation of additional content styles, and custom designing content/module elements.

Launch

- As per the PA, both Parties will agree to the terms, if any, set forth in the PA and Order that will govern the Warranty and Site Launch Phases.
- Launch date will be coordinated by both Parties and mutually agreed upon a minimum of 10 days in advance of this date.

Project Assumptions & Related Notes

1. Participant will complete the Onboarding process, which includes successfully logging into Mavenlink, reviewing materials, finalizing the Success Plan, and attending Q&A sessions as appropriate.
2. Participant will designate a Project Manager who will be regularly available to meet with Participant's personnel and Finalsite's personnel regarding this project.
3. Participant Project Manager will be responsible for managing and delegating resources as required to meet both Participant's and Finalsite's deliverables per this SOW.
4. Project Manager will serve as your single point of contact in communicating and coordinating with Finalsite.
5. Participant will work with Finalsite Project Manager to define feedback durations and define amutually agreed to timeline.

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6. Participant and internal web team will complete/submit one Design & Marketing survey submission.
7. Participant will complete the Finalsite Sitemap Template, to be provided by Finalsite, to define Navigation and Pages of the District and school websites:
    a. The development site, default navigation, and pre-populated pages within the CMS will be based off of this document.
    b. Any subsequent editing of the page list/sitemap after initial setup will be done by the Participant through the Finalsite CMS.
8. Participant will provide documented Brand Guidelines for the District/School sites and will include:
    a. A vector .eps file of the logo
    b. Approved brand fonts
    c. Brand colors with web color codes
    d. Approved Sitemap structure
9. Participant will provide at minimum 10-15 high quality photographs.
10. Participant will add in all content for the development site including text and files
11. Participant will upload images to the development site, inserting desired images and managingany media or slideshows.
12. Participant will provide timely feedback on revisions based on timing provided in the plan (note that the next round of revisions will not proceed until feedback is received).
13. Participant will provide feedback as a complete list before any revisions are started during eachproject phase where Participant Feedback is assigned.
14. Participant will provide written approval for all design features included with the design package purchased.
15. Participant will make the DNS switch to launch the new website.
16. Participant will delete sample data and content that is installed with the software.
17. Participant will provide all data in prescribed data templates.
18. Participant is responsible for any active search engine optimization (“SEO”) tasks. The Finalsite CMS and included modules are designed with many structural SEO features universal to good website design, but the proactive optimization of the Participant’s site is necessarily unique to the Participant’s goals and is beyond the scope of this SOW.
19. Participant is responsible for monitoring any local laws and regulations in relation to content on the webpage.
20. Participant is responsible for purchasing web font licenses, if needed, and supplying the necessary files to Finalsite.
21. Every Finalsite contract includes connecting Finalsite Payments, powered by the BlueSnap payment gateway. Any other gateway supported by Finalsite (Compatible Payment Gateways) will include an additional setup and annual licensing fee for Finalsite’s Gateway Manager unless otherwise outlined in the Order or in the existing licensed modules.

22. If at any point Participant requests to add customization that exceeds the scope of services set forth in the Order, Finalsite will provide a change order with the additional cost and a revised timeline.

Project Schedule

Finalsite will work with the Participant to create a formal project plan which is mutually agreed upon and set to the desired completion date, in substantially the form attached hereto as Attachment A. Both Parties maintain joint responsibility for adhering to the timeline and critical milestones or otherwise risk not meeting the target completion date. Each phase of the project will require approval from the Participant before moving onto the next phase. In the event that critical milestones are not able to be met, Finalsite and the Participant will issue a revised timeline that is mutually agreed upon.

FINALSITE

Attachment A

Insert Pertinent High-Level Overview of Milestones and Expectations for the Project Duration

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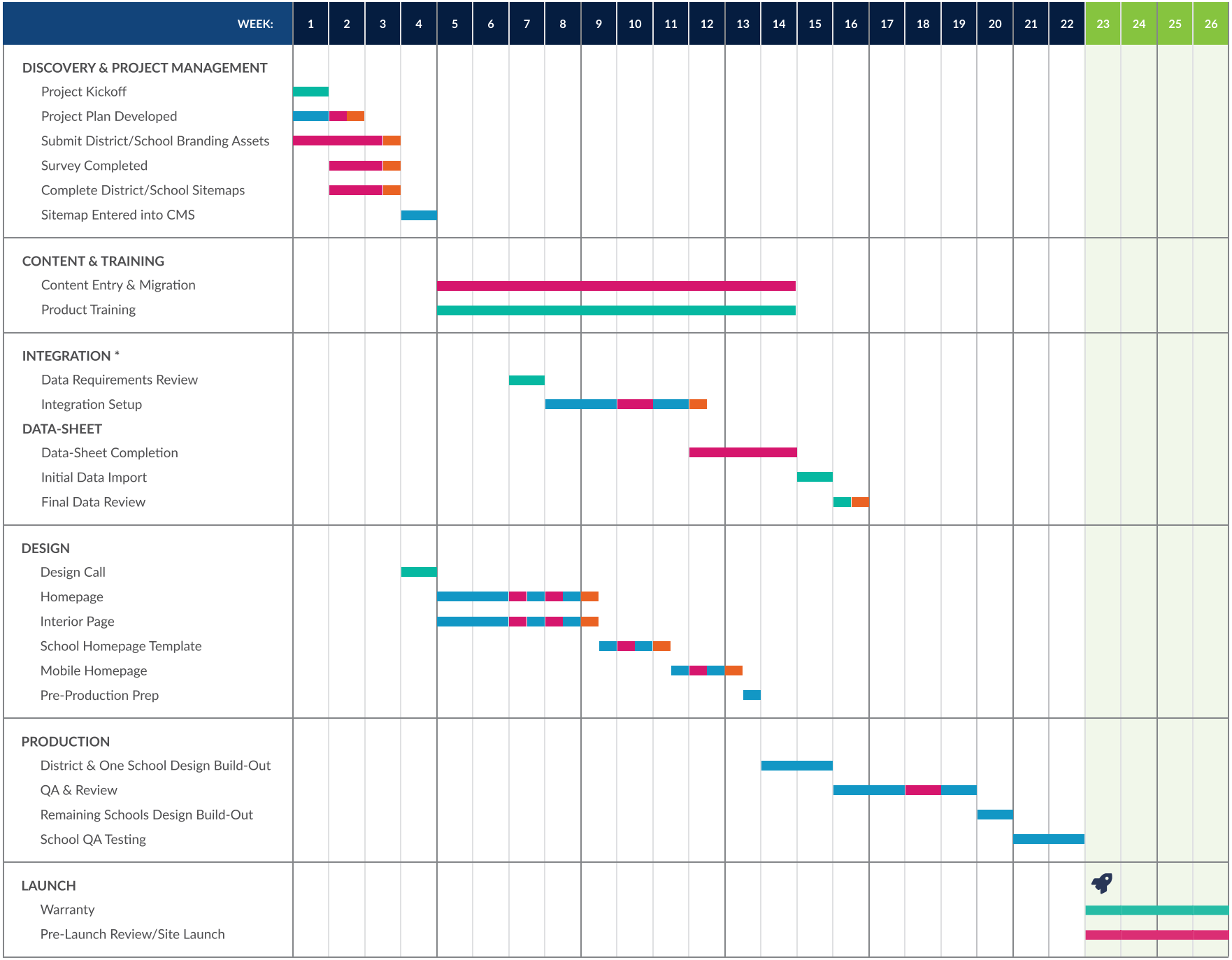
SAMPLE TIMELINE: DISTRICT PACKAGE 2

This is a sample project timeline and is not a guarantee of any exact project duration or final, comprehensive task list. It is meant to provide a high-level overview of milestones and expectations that applies to Deployment projects in general. The size of the District can impact the sample timeline. All specific project timelines are built by a Finalsite Project Manager after contract signature date and take into account Client availability and Finalsite resource availability, among other factors.

- Finalsite Time Contribution
- Client Time Contribution
- Finalsite/Client Time Contribution
- Critical Milestone/Approval



* Integration is an option if included in contract

FINALSITE

Attachment B

Creative Services Comparison Guide

[Insert Creative Services Comparison Guide]

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Creative Services - Districts

AWARD-WINNING, ACCESSIBLE DESIGNS FOR ALL DISTRICT SIZES AND BUDGETS.

Think that accessible websites can't be award-winning? Think again. Finalsite's design team is the most awarded in the industry — with more than 100 awards and counting. With a thorough design process — complete with accessibility guardrails and checks, training, expert guidance, collaboration, QA testing, and even a little hand-holding when needed, you'll find launching a website with our team exciting and stress-free.

Package Offerings	THEME	PACKAGE 2	PACKAGE 3	BEST IN CLASS
Homepage Design	Pre-designed Site w/ custom logo, colors, fonts	Custom (Up to 65 hrs)* Up to 4 content areas	Custom (Up to 75 hrs)* Up to 6 content areas	Custom (Up to 100 hrs)* Unlimited content areas
Lower Level Design	Included in packaged design	Custom (up to 30 hrs)*	Custom (up to 30 hrs)*	Custom (up to 60 hrs)*
Full Content Styles Collection/Guide (20+ reusable content styles)	Yes	Yes	Yes	Yes
Design & Discovery Phase		Collaborative	Collaborative	Ongoing Strategic Consulting
Design Revisions	N/A	2	3	4
Site Map Consultation	Yes	Yes	Yes	Yes
Site Map Set-up	District + Schools	District + Schools	District + Schools	District + Schools
Redirect Manager - Bulk Load				Yes
School Template (based on District Design)*	None	15 Hours (1 Revision)	20 Hours (1 Revision)	30 Hours (1 Revision)
School Configuration (Setup of logo, color & fonts)	Yes	Yes	Yes	Yes
CONTENT SERVICES - PICK ONE OPTION				
Content Migration	15 Pages	15 Pages	30 Pages	30 Pages
Layout Optimization	0 Pages	5 Pages	8 Pages	10 Pages
PROJECT MANAGEMENT				
Dedicated Project Manager	Yes	Yes	Yes	Yes
Bi-Weekly Status Reports	Yes	Yes	Yes	Yes
75-Point QA Checklist	Yes	Yes	Yes	Yes
SUPPORT & TRAINING				
Online Training & Resources	Yes	Yes	Yes	Yes
Whitepapers & Case Studies	Yes	Yes	Yes	Yes
All-Star Technical Support Team	Yes	Yes	Yes	Yes

* Indicated hours include all design, programming and project management to complete page designs.
** Each proven layout can be exchanged for 20 hours site enhancements. Indicated hours include all design, programming and project management.
.

finalsite.com/design

Creative Services - Districts, Cont.

AWARD-WINNING, ACCESSIBLE DESIGNS
FOR ALL DISTRICT SIZES AND BUDGETS.

Package Offerings	THEME	PACKAGE 2	PACKAGE 3	BEST IN CLASS
DESIGN FEATURES				
Social Media Sources	Based upon Feeds package	Based upon Feeds package	Based upon Feeds package	Based upon Feeds package
INTERACTIVE DESIGN FEATURES OFFERED ***				
Sampling of options: Information graphic, layered scrolling effects, background videos, custom content animations, side dock menu, header sliding panel, sticky header area		1	Up to 3	Up to 6

VIEW OUR PORTFOLIO

*** Design features can be exchanged one for one. If you are interested in adding a feature not included in a package offering, we would be happy to discuss how a feature can be included.

FINALSITE

Customer: Oakland Unified School District
Created By: John Doornbos
New Contract
12/10/2022
Proposal Valid for 30 days

FINALSITE ORDER

This Finalsite Order (the "**Order**") is entered into by and between Active Internet Technologies, dba Finalsite ("**Finalsite**") and Oakland Unified School District ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at http://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Package 2 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp2

Composer CMS Platform
Communications Core Platform - Districts View a detailed description of what's included in your software package here http://www.finalsite.com/dcc

Products Included in Communications Core Platform - Districts	
Admins with ticketing rights (86)	HTTPS Implementation
Bandwidth (50 GB)	LDAP/Google Authentication (Network SSO)
Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (344 boards pooled)	Website cloud storage (500 GB)
Data Imports through Finalsite Support (4/year)	Page-Based Notifications (Page Pops)
Digital Asset Management & Document Library with Resources	Searchable Knowledge Base and Video Access
District Site and 85 Additional Sites	Site Editors (258)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (86)
Finalsite Composer Content Management System	Tiered Permissions and User Management
Faculty/Staff Directory & Role	Unlimited Calendars (Incl. Integration)
Finalsite Payments by BlueSnap	Unlimited Published Pages
Forms Manager (430 forms pooled)	

Additional Products or Services Purchased:

Consulting & Internet Marketing	
Virtual Webmaster (150)	

Creative and Deployment Services	
Content Migration	

Data Integration	
LDAPS/Active Directory Integration	

Modules	
Advanced Search	AudioEye for Districts - over 25,000 students
Feeds for Districts - Standard	Weglot Advanced 1M (Unltd languages)

Training & Support	
Support Plan - Priority	Virtual Instructor-Led Custom Training (10)

Special Provisions:

1) Purchase is made via ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-02 Web Design & Hosting.
2) The agreement is for an initial three (3) years, with the first year being the current 2022-23 year, wherein the one-time fees are due, and two subscription years ending on June 30, 2025. Each successive year after the third year, on the anniversary date of the agreement, the Client can renew for two additional one-year terms. If the Client chooses not to renew after either the initial term or a renewal term, they must provide Finalsite with 90 days written notice prior to the expiration of any term. At most, the Agreement shall exist for a total of five (5) years (inclusive of the original term and all renewals). In no event shall the Agreement extend beyond five (5) years without the express prior written consent of both Parties.
3) Content Migration: At no cost, included in the setup fee is the content migration of all Tier 1-3 pages on district and school sites using Blackboard WCM. Additionally, to cover the cost to migrate additional pages beyond this is 800 pages of content migration.
4) Virtual Webmaster:
This agreement entitles the Customer to 150 hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of $150/hour. This service will be made available for a maximum of 5 hours per week. Unused hours expire on December 31st, 2023. Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.
5) Virtual Training: Included are ten one-hour customize virtual training sessions to be used to provide school-based editors live 'Composer 101' training.
6) Finalsite University: Included in the setup cost is one complimentary virtual ticket to FinalsiteU.

Services: Initial Term and Fees:

The initial term of this Order is for the (5) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the “Initial Term”).

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
$77,350

Schedule	Amount
Period 1 - Jul 01 2023	$ 93,290
Period 2 - Jul 01 2024	$ 93,290
Period 3 - Jul 01 2025	$ 93,290
Period 4 - Jul 01 2026	$ 93,290

B. Payment Terms

1. **All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Unless otherwise specified, all dollars ($) are United States currency.**
4. **Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.**
5. **Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.**

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Oakland Unified School District	**Active Internet Technologies ("AIT")**
President, Board of Education	
Signature	**Signature**
Name (printed) Superintendent and Secretary, Board of Education	**Name (printed)**
Title (printed)	**Title (printed)**
Date 1/18/2023	**Date**

☑ **As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.**

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address Purchasing Department 900 High St
City, State Zip Oakland, CA 94601
Phone
Email

Project Contact
Title
Phone
Email

***Executive Sponsor (Superintendent, Head of School, CFO, etc.)**
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

FINALSITE

Let’s create your web solution together.

Proposal for:
Oakland Unified School District

John Doornbos
Date: DATE \@ "M/d/yyyy" * MERGEFORMAT 10/29/2022

Schools choose Finalsite for its industry-standard marketing and communications platform, award-winning design, and secure data integration with third-party systems. With offices in Glastonbury, CT and London, Finalsite is the leading provider for over 2,200 international and independent schools, districts and colleges in more than 80 countries with a team of professionals who care deeply about their work and who value a lasting partnership.

Dear Kyle and Susan,

Thank you for your interest in Finalsite's software and services. We look forward to collaborating with your team on this important project, and appreciate the opportunity to present this proposal.

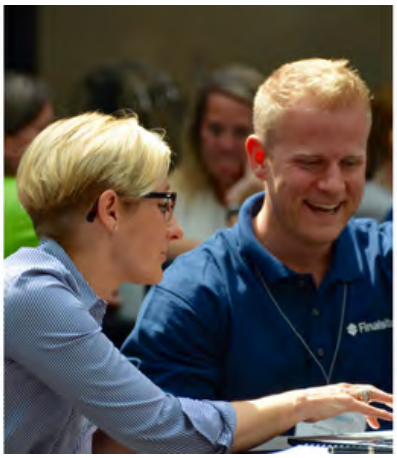
Finalsite has worked with schools like Oakland Unified School District to help them make the most of their web presence since its founding in 1998, and has a strong track record you can count on that includes our web software, award-winning design, time-saving integrations and expert consulting services. We've developed a successful method for helping you to launch a site on time and on budget, and have a foundation that's built on partnering with you to exceed your goals.

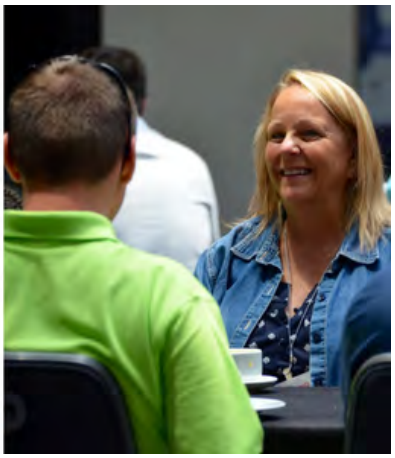
We look forward to sharing ideas around how we can address key opportunities for Oakland Unified School District to shine using our software, hosting, support and design. The enclosed lays out our plan to create a web solution for you, including a proposed timeline and cost, as well as further detail about our support, training, and hosting.

Please contact me with any additional questions or clarifications. I can be reached at +1 3603838439 and john.doornbos@finalsite.com. We look forward to partnering with you and your team on this project!

Sincerely,

John Doornbos





© DATE \@ "yyyy" * MERGEFORMAT 2022 Finalsite | 655 Winding Brook Drive | Glastonbury, CT 06033 | 860.289.3507 | www.finalsite.com

Oakland Unified School District Web Solution Project

Why Finalsite?

With all the choices you have in website and software providers, why should you choose Finalsite?

The Leading Marketing and Communications Platform

Connecting to your community at the right stage in their journey with a message that engages them is the key to your success. That's why we provide you with all the tools you need to share your story, measure your efforts, and truly engage current and prospective families, board members, alumni, faculty, staff and community partners. Our modules for site personalization, drip campaigns, A/B testing and content marketing are designed *just* for schools, not for business, and are easy to use with minimal training.

Award-Winning Designs

You may have heard that you have just seven seconds to make an impression on a website visitor, and at Finalsite, we're proud of our ability to build sites that creatively and uniquely tell schools' stories online. Our designers aren't just creative, they're pragmatic: we've won more than 80 prestigious design awards for our work, and our sites stand out for their amazing user experiences and beautiful layouts that reflect our schools on the screen.

A MODERN, ROBUST PLATFORM

Built using Ruby on Rails programming language, our software platform is designed for the mobile present, and reflects our knowledge of how your community uses your website. Every site we build is automatically responsive to provide an awesome experience on every device, and our new CMS brings tools like drag-and-drop placement and WYSIWYG editing to a system that anyone can use to maintain and update your new site.

World-Class Training and Support That's Worldwide, too

One of our largest investment areas is support, and our nearly-perfect rating for support tickets in the last 12 months shows that our clients are thrilled with how we help them succeed. With central offices in the US and the UK, we offer phone support in nearly every time zone. We never , we never outsource our support, so you can always be sure you're talking to someone who knows your school.

Extensive Experience and Strategic Services to Help You Succeed

Finalsite serves more than 2200 schools in 70 countries, and we've gained experience from our almost twenty years of partnering with schools like yours. Our staff is made up of people like you who have faced your challenges in the classroom and in a variety of roles in admissions, advancement, athletics and school leadership. Having "school people" on our team means we understand your goals and needs, and collaborate with you effectively.

2,200 SCHOOLS WORLDWIDE

80+ DESIGN AWARDS

95% AVERAGE CLIENT RETENTION RATE SINCE 1998

Project Management

Your Project Manager is there for you from the moment you sign with Finalsite until the proud moment when you launch your new site. With deep experience working with schools like yours, our team knows all the tricks to make the site design and launch process work to effectively tell your story online and empower you to communicate more effectively. You might even have fun while you're at it!

The Project Management Timeline

Furthermore, launching a new site is a an accomplishment, and we're you're partner to make sure the process goes smoothly.

THE PROJECT MANAGEMENT PROCESS

Training and Support

Our training resources ensure that you will be able to hit the ground running after launch, with access to both online training—like webinars, downloadable content, and our Virtual Bootcamp—and in-person events and workshops, including our annual user conference, FinalsiteU.

Prefer on-site training? Finalsite's trainers can come to you, in person or virtually, to host specific sessions just for your school's needs.

We've partnered with Educational Collaborators to provide schools around the world with the opportunity to receive on-site training from skilled experts. With experience in strategic planning, technology integration and professional development, Educational Collaborators is highly sought-after as a trusted partner for more than 600 schools around the world.

Additional resources for your training and support include:

Your Client Success Manager

Every school is assigned a dedicated Client Success Manager, whose job it is to help your team realize your institutional goals through your work on the Finalsite platform. You'll hear frequently from your Client Success Manager on best practices and opportunities for training and professional development. You can expect to speak with your Client Success Manager by phone or in person every few months at a minimum, or as frequently as you need to feel confident using the Finalsite tools. Consider your Client Success Manager a strategic partner who's always in your corner!

Phone Assistance

Emergency support is available by phone 24 hours a day, on-demand phone support is available 8am-8pm ET.

ONLINE SUPPORT

Our ticketing system allows you to make non-emergency requests and questions, with tracking and archiving. Resolving your request may involve assistance via email, video chat, or telephone.

Online Knowledge Base
An extensive searchable database of how-to and help topics lets you quickly find answers for all aspects of the platform.

VIDEO HELP

Online training sessions of essential website management tasks means you can get up-to-speed at your convenience.

PRINTABLE PDF TRAINING GUIDES

Printable training guides help you to facilitate group training sessions for your team.

SOFTWARE UPDATE BLOG

A bi-weekly blog with the latest updates and tips from the Support and Product teams.

COMMUNITY VOICE

A private, online place to share and connect with Finalsite and other schools from around the world.

UNLIMITED ONLINE TRAINING WEBINARS

Access to weekly live webinars on all parts of the platform, as well as regular sessions on high-level strategy, ensures you'll get up to speed on new features and use your Finalsite solution to the fullest.

Regularly Scheduled Updates

Product enhancements happen year-round, and you'll be notified as they are released.

Finalsite University

Join us in June at our annual user conference to attend sessions on industry best practices and the Finalsite platform, network with your peers from schools around the world, socialize and strategize.

Making the Most Out of Your Website

Your site is not an island. In fact, it interacts with and depends on many parts of the digital world. While positioning your site to do this in an optimal way is important, we understand that many clients don't have the time or resources to tackle this work. Here's how Finalsite helps you make sure your site has the visibility that leads to more of the best kinds of visits.

Organic Search

Our Composer CMS has SEO best-practice features built in, from easily-managed alt tags to per-page control of your robots.txt and XML sitemap files. In addition, Finalsite's site deployment process includes the configuration of custom Google Analytics tracking to enable enhanced reporting not only on how people find your site, but also on how they use it. Finalsite's internet marketing team includes SEO specialists, allowing you to add hands-on SEO services to your contract.

DIGITAL ADVERTISING

We design interior page layouts so that you can easily build pay-per-click advertising (PPC) landing pages with all the features that enable you to keep the momentum that an ad-clicker carries into their website visit. In addition, Composer sites are compatible with remarketing technologies that allow you to serve targeted campaigns to site visitors with certain behaviors, allowing you to keep yourself in their research process. Finalsite's internet marketing team includes Google AdWords Certified PPC experts, allowing you to add hands-on PPC services to your contract.

Social Media

Composer's Social Sharing buttons let your visitors share your site content on their own social media accounts, all without leaving your website. Activate Social Sharing buttons for Facebook, Twitter, Google+, LinkedIn and Pinterest, as well as Email sharing and Printing, and share away!

Finalsite Feeds allows you to curate a variety of posts coming from multiple platforms for display throughout your website. Social posts automatically update from the sources included in your package – such as hashtags and social media accounts including Facebook, Twitter , and more. With Feeds, users will see the social media posts you want them to see in a layout you choose.

Finalsite's internet marketing team includes social media wizards, enabling you to add hands-on social advertising and social account management services to your contract. Ask about our in-depth social media audit for teams looking to refine their social media practices.

Finalsite Advantage

Helping you develop and accomplish marketing strategies that get results, Finalsite Advantage arms school marketing, communications, admissions and development professionals with the strategic support they need to make the most of their time, budget, and skills in an ever-changing school landscape.

Finalsite Advantage is based on an ongoing partnership with a dedicated consultant. They will spend time getting to know you and your school to provide you with the best ongoing strategic support for the life of your Advantage relationship.

Finalsite Security and Hosting

Finalsite works to ensure that our clients - and the students, parents, faculty and others they represent - are protected by reliable, effective security measures. Our protocols are continually assessed and updated, and our certified information security team stays on top of the latest tools and best practices to keep your data safe.

Security Protocols

All access to production data is carefully controlled and limited, and physical access to laptops and servers is monitored and controlled.

Passwords are held to a high standard of security, and are stored as secure, salted hashes that cannot be decrypted by users for retrieval or by Finalsite staff; this type of encryption makes these passwords very resilient to any attacks.

All devices that access our systems are scanned for malware and centrally-managed

All users undergo a required security training on an annual basis

Our Security Incident Response Team is kept on 24/7 standby and meets weekly to review our security posture

We remain vigilant for new security threats and monitor major reported breaches and vulnerabilities to understand their potential impact on our operations.

Uptime Protocols (99.9% Uptime)

Our quality infrastructure means superior performance, stability and reliability. Our servers are constantly monitored, 24 hours a day, year-round.

Nightly Backup

Files are stored at Finalsite's off-site data center.

Accountable Professionals

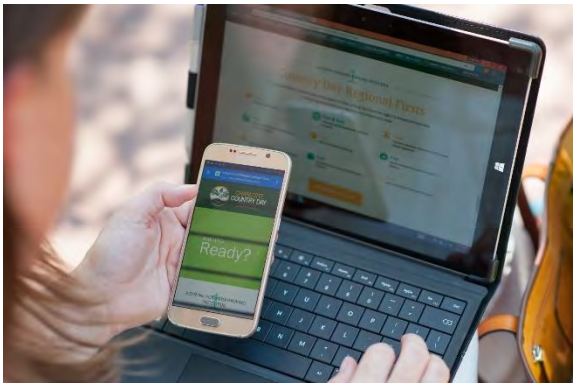
We do not outsource support. In an emergency or during routine support questions, you will be in direct contact with the professionals responsible for your data.

Huge Bandwidth and Storage

Our data center serves over 1.2 million daily page views with capacity to ramp up bandwidth at any time. Expandable disk space allows for growing demands.

Faster Browsing

We've partnered with Akamai to serve selected content via their global content delivery network (CDN). This means that your geographically dispersed audience will be accessing large videos, slideshows and other critical content faster from data centers located closer to them.



High Performance

With CPU utilization averaging just under 20%, Finalsite has plenty of power for demanding web applications.

Data Integration & Single Sign-on (SSO)

Finalsite has partnered with the most popular systems in the education market to ensure that you can get the most out of your existing IT investments. We are always working on new partnerships and can often figure out a way to help tie systems to your Finalsite solution. A list of our partners can be found on our website http://www.finalsite.com/add-ons.

Fees & Scope of Web Software & Services

Creative and Deployment Services Package
Public School Package 2 The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowp2

Composer CMS Platform
Communications Core Platform - Districts View a detailed description of what's included in your software package here http://www.finalsite.com/dcc

Products Included in Core Communications	
Admins with ticketing rights (78)	HTTPS Implementation
Bandwidth (50 GB)	LDAP/Google Authentication (Network SSO)

Basic Site Search	Live Webinar Training
Basic Support with integrated ticketing	Mobile-Friendly, Responsive Design
Blog, News and Subscriptions with Finalsite Posts (312 boards pooled)	Website cloud storage (500 GB)
Data Imports through Finalsite Support (4/year)	Page Layout Options - Base 4
Digital Asset Management & Document Library with Resources	Page-Based Notifications (Page Pops)
District Site and 77 Additional Sites	Searchable Knowledge Base and Video Access
FERPA-compliant Hosting, Security and Integrated CDN	Site Editors (234)
Finalsite Composer Content Management System	Social Media Feeds (78)
Faculty/Staff Directory & Role	Tiered Permissions and User Management
Finalsite Payments by BlueSnap	Unlimited Calendars (Incl. Integration)
Forms Manager (390 forms pooled)	Unlimited Published Pages

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Additional Products or Services Purchased:

Consulting & Internet Marketing	
Virtual Webmaster (150)	

Creative and Deployment Services	
Content Migration	

Data Integration	
LDAPS/Active Directory Integration	

Modules	
Advanced Search	AudioEye for Districts - over 25,000 students
Feeds for Districts - Standard	Weglot Advanced 1M (Unltd languages)

Training & Support	
Support Plan - Priority	Virtual Instructor-Led Custom Training (10)

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

Finalsite Support Plan

Priority

- Priority Ticket Routing for all problem tickets (defect, error, outage, etc.)
- Standard Ticket Routing for non-problem tickets (Ask A Question, Request A Service)
- 24/7 support for urgent issues via ticketing system, email ticket, or voicemail ticket
- On-demand phone support with Standard Call Routing (during business hours)
- Unlimited access to Knowledgebase articles, help videos, and self-guided training materials
- CommunityVoice user community access

Special Provisions

The following special provisions supersede the Master Terms and Agreements referenced above and within this agreement:

1) Purchase is made via ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-02 Web Design & Hosting.

2) The agreement is for an initial three (3) years, and each successive year after the third year, on the anniversary date of the agreement, it renews automatically for two additional one-year terms. At most, the Agreement shall exist for a total period of five (5) years (inclusive of the original term and all renewals). In no event shall the Agreement extend beyond a total of five (5) years without the express prior written consent of both Parties.

3) Content Migration: At no cost, included in the setup fee is the content migration of all Tier 1-3 pages on district and school sites using Blackboard WCM. Additionally, to cover the cost to migrate additional pages beyond this is 800 pages of content migration.

4) Virtual Webmaster:

This agreement entitles the Customer to 150 hours of Finalsite's Virtual Webmaster service. Additional hours can be purchased at a rate of $150/hour. This service will be made available for a maximum of 5 hours per week. Unused hours expire on December 31st, 2023. Finalsite's Virtual Webmaster team will make every effort to deliver a prompt turnaround on requested tasks. However, due to the shared resource nature of the Virtual Webmaster service, turnaround times are subject to Virtual Webmaster availability.

5) Virtual Training: Included are ten one-hour customize virtual training sessions to be used to provide school-based editors live 'Composer 101' training.

6) Finalsite University: Included in the setup cost is one complimentary virtual ticket to FinalsiteU.

Design, Implementation and Annual Software Subscriptions Costs

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
$91,000 - $13,650 = $77,350 (Calculated as follows: Custom Package 2 Design @ $59,000 plus Content Migration @ $8,000 plus Virtual Webmast @ $22,500 and Virtual Intructor Led Training @ $1500 totalling $91,000. Subtract 15% for the EdTech JPA pricing @ -13,650)

Schedule	Amount
Year 1	$93,290 (Calculated as follows: $ 98,200 – 5% Discount of $4,910 = $93,290)
Year 2	$93,290

Year 3	$93,290
Year 4	$93,290
Year 5	$93,290

** Please note that Year 1 begins upon execution of the contract. Year 2 subscription payment will be due at the end of year 1 on the anniversary date.*

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.22.20)

Education Technology Joint Powers Authority

and

Active Internet Technologies dba Finalsite

March 25, 2021

This Student Data Privacy Agreement ("DPA") is entered into on March 25, 2021 the ("**Effective Date**") and is entered into by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "**Local Education Agency**" or "**LEA**") and Active Internet Technologies dba Finalsite, located at 655 Winding Brook Drive, Glastonbury CT 06033 (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations

and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

   X If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   X If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett Title: Procurement Specialist

Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022 Email: MichelleBennett@iusd.org

The designated representative for the Provider for this DPA is:

Name: John Dowd Title: COO

Address: 655 Winding Brook Drive, Glastonbury CT 06033

Phone: 860-289-3507 Email: security@finalsite.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Education Technology Joint Powers Authority

By: _____ Date: 4/8/21

Printed Name: Brianne Ford Title/Position: President

PROVIDER: Active Internet Technologies dba Finalsite

By: _____ Date: March 25, 2021

Printed Name: John Dowd Title/Position: COO

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities {"Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE 111: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a){l)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

   (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

      i. The name and contact information of the reporting LEA subject to this section.
      ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
      iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
      iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
      v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

   (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

   (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Finalsite Services:
Composer - Content Management System
Mobile App
Website Design, Implementation, and Consulting Services
Messages XR - Notification System
AudioEye Managed - Web Accessibility Governance and Remediation
Weglot - Language Translation

Blackboard Services:
Web Community Manager - Content Management System
Website Design, Implementation, and Consulting Services
Connect - Notification Solution
Mass Notifications
Mobile Communications App
Ally - Web Accessibility Support
Reach - 2 Way Parent/Teacher Communication

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	✓
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	✓
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	✓
	Email	✓
	Phone	✓

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent / Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	✓
	Email	✓
	Phone	✓
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	✓
Student work	Student generated content; writing, pictures, etc.	✓
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

Category of Data	Elements	Check if Used By Your System
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data - Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .	☐

EXHIBIT "C:'
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: A local education agency who originally executes the DPA in its entirety with the Provider.

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

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

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

Service Agreement: Refers to the Contract, Purchase Order and/or Terms of Service and/or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

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

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

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Education Technology Joint Powers Authority ("Originating LEA") which is dated March 25, 2021, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

_____

PROVIDER: Active Internet Technologies dba Finalsite

BY: _____ Date: March 25, 2021

Printed Name: John Dowd Title/Position: COO

2. Subscribing LEA

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

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA:_____

BY:

_____ Date:_____

Printed Name:_____ Title/Position:_____

SCHOOL DISTRICT NAME:_____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology - Security techniques - Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☑	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit htt p:// www.eds pex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California **("Amendment")** is entered into on March 25, 2021 **(the "Effective Date")** and is incorporated into and made a part of the Student Data Privacy Agreement **("DPA")** by and between:

Education Technology Joint Powers Authority
, located at (
5050 Barranca Parkway, Irvine, CA 92604
the **"Local Education Agency"** or **"LEA")** and

Active Internet Technologies dba Finalsite

, located at 655 Winding Brook Drive, Glastonbury CT 06033
(the "Provider").
All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act **("FERPA")** at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment **("PPRA")** at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act **("COPPA")** at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act **("SOPIPA")** at California Bus. & Prof. Code§ 22584; California Assembly Bill 1584 **("AB 1584")** at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

Term. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

Modification to Article IV, Section 7 of the DPA. Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits~~.

[SIGNATURES BELOW)

IN **WITNESS WHEREOF,** LEA and Provider execute this Amendment as of the Effective Date.

LEA: Education Technology Joint Powers Authority

By: _____ Date: 4/8/21

Printed Name: Brianne Ford Title/Position: President

PROVIDER: Active Internet Technologies dba Finalsite

By: _____ Date: March 25, 2021

Printed Name: John Dowd Title/Position: COO

Education Technology Joint Powers Authority

RFP No. 20/21-02
Web Design & Hosting
PROPOSAL DEADLINE: January 27, 2021, 12:00pm

Contact: Michelle Bennett, Purchasing Dept.
Education Technology JPA
5050 Barranca Parkway, Irvine, California 92604
Telephone: (949) 936-5022 Fax (949) 936-5219
Email: MichelleBennett@iusd.org

All dates subject to change at the sole discretion of Ed Tech JPA. Please continue to check our website throughout the proposal and selection periods for updates.

https://edtechjpa.iusd.org/procurement/open-procurements

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE CALLING FOR PROPOSALS

AGENCY: Education Technology JPA

PROPOSAL DEADLINE: January 27, 2021 at 12:00 pm

PLACE OF RECEIPT: Education Technology JPA
%: Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604-4652
and/or MichelleBennett@iusd.org

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming RFP No. 20/21-02 Web Design & Hosting.

Request for Proposal documents can be downloaded at:
https://edtechjpa.iusd.org/procurement/open-procurements .

Time is of the essence. The Ed Tech JPA reserves the right to reject any and all submissions, to negotiate with any or all responsible Proposers, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The award of a Master Contract(s), if made by the Ed Tech JPA, will be by action of the Governing Board.

Pre-Proposal Vendor Conference: The Ed Tech JPA will conduct a non-mandatory pre-proposal vendor conference call on December 15, 2020 at 1:00pm pacific time at 949-610-7036. Vendors who wish to attend this meeting should RSVP to Michelle Bennett at MichelleBennett@iusd.org.

Any questions regarding the Request for Proposals shall be directed to Michelle Bennett at MichelleBennett@iusd.org, via e-mail only by 12:00 pm on January 14, 2021. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA
Governing Board

Publish: December 8 & 15, 2020

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Attachment 1: Proposal Form

Contractor Information

Firm/Contractor Name	
Primary Contact Name	
Contact Title	
Contact Email	
Contact Phone	

Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

Essential criteria is denoted with double asterisks (**), and green boxes. Each vendor must meet the essential criteria to be awarded a contract with Ed Tech JPA. Criteria without double asterisks in blue boxes are supplemental criteria our members may use to determine the products and services that best meet their needs.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Part 1 Vendor Support and Ability to Perform

Please respond to each requirement directly and provide additional documentation as needed to support the Proposal.

1.1 Vendor Background/Qualifications:	
Instructions/Overview: Provide a brief description of Vendor's firm(s), as well as any other firms joining with Vendor to provide services.	
History of the firm(s)	
Age of the firm(s)	
Number of employees	
Organizational structure of the firm(s)	
Length of time in the industry	
Number of office locations	
Addresses of all offices	

1.2 Vendor Contact(s)	
Instructions/Overview: Provide a list of company contacts. For each provide: name, description of role, detailed experience information and/or resume.	
Contract/sales contact	
Product manager(s)	
Other (specify)	

	Yes	No	Comments
1.3** Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by Ed Tech JPA and/or Participating Associate Member staff, Ed Tech JPA and/or Participating Associate Member may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. **			
1.4** Confirm that Vendor will acquire and adhere to any applicable permits, fees, inspections, and construction administrative requirements. Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to the Participating Associate Member. **			
1.5** Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
1.6 Vendor certifies that it complies with the Civil Rights Act of 1964, and all applicable Federal and State laws and regulations relating to equal employment opportunity.			

1.7 ** Provide a brief overview of Vendor's technical experience, qualifications, and background in providing and maintaining a Web Design and Hosting Solution Platform and related services for K-12 education and similar customers. Indicate the prior experience of Vendor that is relevant to this contract. Include sufficient detail to demonstrate the relevance of such experience. Please provide specific examples of recently completed, K-12 projects similar in size, scope and timeline to this project. Proposal should evidence Vendor's awareness of and support for the unique needs of education clients. **

1.8 Provide evidence of long-term fiscal stability. Artifacts may include fiscal reports or recent audit results that demonstrate consistent and current financial security. Financial information submitted in response to Section 1.8 will be considered proprietary information.

1.9 Make a written commitment to make available trained personnel, and software support to fully maintain the system for a minimum period of five years from the date of implementation.

1.10 Subcontractors

1.10.1 Subcontractors Information: Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. Please note, for the purposes of this RFP, a subcontractor may include a third-party hosting service or cloud infrastructure provider (e.g., AWS, Azure). For each proposed subcontractor, include:

Firm Name	
Address	
Management contact person	
Complete description of work to be subcontracted	

Descriptive information concerning subcontractor's organization and abilities.	

	Yes	No	Comments
1.10.2 ** Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the Participating Associate Member for acts and omissions of its subcontractor and of persons either directly or indirectly employed by Vendor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and Ed Tech JPA or between any subcontractor and the Participating Associate Member. **			

1.11 References

	Yes	No	Comments
1.11.1 ** Confirm Solution is in operational use, actively supported by Vendor in at least five (5) K-12, postsecondary education, or government organizations. **			

Provide customer references for at least five (5) K-12, postsecondary education, or government organizations currently serviced by the Vendor. Include the size of each reference organization and the scope of the project. At least three (3) of the references must be using the proposed products. Installations should be similar in scope, timeline and technical design to Vendor's Proposal for Ed Tech JPA. Each reference must include the following information:

- Organization/Customer Name.
- Name, Title, and Contact Information of an organization contact who has ongoing involvement in the system and is knowledgeable about the implementation.
- Organization/Customer Size - Indicate the number of employees, students, licenses, and stations. Indicate any additional information that may be useful in determining the size of the organization/customer.
- Length of time from contract execution to full implementation for the referenced project.

- Installation date of the system.
- Description of in-use system – please include details, including but not limited to, which products are currently in use by reference. Please note if the system installed is comparative to the system proposed for Ed Tech JPA. (References must be from organizations using the same or similar products and services).
- Vendor Project Manager(s) for implementation and ongoing use of products and services.

Reference #1	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #2	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	

Description of System *include number of locations	
Vendor Project manager	

Reference #3	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #4	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

Reference #5	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of System *include number of locations	
Vendor Project manager	

1.12 Implementation

	Yes	No	Comments
1.12.1 ** Vendor acknowledges and confirms compliance with all processes and requirements defined in RFP Section 2.00: Purchase Agreement Implementation Process. Identify any exceptions or deviations from the proposed project approach, site access requirements and Vendor expectations. **			
1.12.2 ** Vendor confirms that it will provide Participating Associate Member with a written implementation plan with specific dates no later than two weeks after receiving notification from Participating Associate Member. Participating Associate Member will not be required to implement Vendor's solution until after approving the implementation plan, obtaining Participating Associate Member Board approval, and upon full execution of the Purchase Agreement. **			
1.12.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
1.12.4 ** Vendor confirms that its delivery and maintenance employees shall wear distinctive company			

clothing and display company/employee identification, including the employee photograph and name. Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and Participating Associate Member Agency background check and supervision requirements. All Vendor employees must check in at the administration office of each site prior to any delivery or site work. **			
1.12.5 If selected, Vendor will agree to contract language allowing mutual contract termination in whole or in part, in the event that Participating Associate Member does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.			
1.12.6 ** Confirm that the Solution can transfer student and personnel data from the Participating Associate Members' system(s) to the new Solution. If this is limited to specific providers/systems please list those with which this capability exists. Provide information related to the Vendor's transition approach. List any assumptions or conditions that would impact data migration to Vendor platform from an incumbent system. **			

1.12.7 Specify any minimum system requirements or assumptions related to the Participating Associate Members' infrastructure or work environment that must be in place prior to implementation.

1.12.8 ** Provide a general project plan that includes implementation of the proposed Solution. Include a general outline of essential tasks/milestones and the estimated timeline for a typical implementation. **

1.12.9 Describe Vendor's proposed project approach, including the roles and responsibilities of project team members, required tasks and any necessary onsite work. Include a detailed list of Participating Associate Member and Vendor responsibilities during the implementation process. **

1.12.10 ** Discuss and describe the proposed project communication workflow between Participating Associate Member and Vendor from the initiation of the project through implementation, closeout, and transition to maintenance/ongoing support. **

1.12.11 Identify examples of Vendor resources/staff that will be assigned to Participating Associate Members' implementations, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to Participating Associate Member implementation.

1.12.12 ** Describe any assumptions or constraints impacting Vendor's project timeline. If any feature or component of the system will be phased in on a later timeline (e.g., historical data importing), identify those constraints here. **

1.12.13 Explain any penalty or liability charge for order changes prior to and after installation of the proposed Solution.

1.12.14 ** Vendor confirms that should the awarded Vendor be a new vendor, the Vendor shall coordinate with the previous vendor for implementation of the new Solution. Describe Vendor approach and services supporting customer transitions from incumbent web design and hosting solution to ensure minimal interruption. **

1.12.15 Describe Vendor's capabilities and implementation approach to migrating design elements, data, formatting, text, photos, metadata and other content from Participating Associate Member's previous website solution to the Vendor's proposed solution.

1.13 Training

	Yes	No	Comments
1.13.1 Confirm that, if selected, Vendor will provide electronic, editable copies of training materials as well as suggestions for use and best practices as part of the training process.			

1.13.2 ** Provide an overview of the recommended implementation training approach. Describe whether Vendor approaches training through a train-the-trainer approach, turn-key implementation, or other strategy. Be specific about the number of staff that will be directly trained by Vendor personnel under the proposal. Define whether training will be conducted in person, remotely (synchronous) or via on-demand tools. Provide an outline of the proposed training content and sample supporting materials. **

1.13.3 Include a detailed explanation of the training Vendor will provide for site leads/management and system administrators. Please indicate on which functions the system administrator will be trained. **

1.13.4 Include the recommended training approach and associated costs for all users. Provide cost options for direct, Vendor-led training for end-users, train-the-trainer and on-demand/self-paced (video or document tutorials) alternatives.

1.13.5 Describe additional system administration and technical training that is available. Please include the projected costs for the training classes, where they are held, who provides them and if and what certifications would be provided if Participating Associate Member staff completes various levels.

1.13.6 Describe any on-site training/support/assistance during or after implementation, and any costs associated with the training/support/assistance.

1.13.7 Describe available webinars and online training.

1.14 Support and Maintenance

	Yes	No	Comments
1.14.1 ** Confirm that unlimited support is available through a toll-free phone number and online ticketing system minimally from 7am to 4pm (Monday-Friday). **			
1.14.2 ** Confirm emergency after-business-hours support is available for critical issues (site/district outage, data integration failure). **			
1.14.3 ** Confirm that, if selected, Vendor will provide full-time, company-employed customer service professionals who are trained specifically to support the products and configuration recommended for Participating Associate Members. Please describe the size, work location and organizational structure of the support team. **			
1.14.4 Confirm that Vendor does not outsource customer support.			
1.14.5 Confirm that Vendor will appoint one point-of-contact for Participating Associate Member.			

1.14.6 Describe standard support hours (24x7x365 preferred). Describe extended and/or emergency support hours. If standard support is not available 24x7x365, describe criteria used and/or limitations on the availability of emergency or escalated support requests.

1.14.7 Provide response and resolution times to tickets/reported incidents. Include the severity/type of incident, the average response and resolution time for similar incidents over the past two years and the target and guaranteed response and resolution times included in Vendor's proposal.

1.14.8 Provide data to show the number of support requests, median response time, and customer satisfaction metrics used to evaluate the responsiveness and effectiveness of Vendor's support team.

1.14.9 Describe the process for submitting support requests. Explain how support requests are tracked. Describe how the original requestor as well as centralized Participating Associate Member support personnel (IT contact and contract administrator) can view support request history.

1.14.10 Describe the escalation procedures for issues. Identify whether support requests are automatically escalated based on severity and/or time-lag.

1.14.11 Describe the process for submission, review, escalation and development for new feature requests.

1.14.12 Describe systems in place to capture customer feedback and how that feedback is used to inform development and organizational priorities.

1.14.13 Provide release notes for system upgrades and enhancements over the past two years. If release notes are not available, provide a list of features enhanced or added in that timeframe.

1.14.14 Indicate what Vendor defines to be “regular” and “emergency” services, and describe the expected and guaranteed response time for “regular” and “emergency” services.

1.14.15 State what recourse is available if the proposed system does not perform as quoted and the Participating Associate Member is faced with loss or interruption of service.

1.14.16 Indicate the provisions for service and spare parts if Vendor’s business terminates, is subjected to a strike, or shutdown for any reason.

Part 2 Technology Requirements

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform ("Yes"), the feature or requirement is not available ("No"), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release ("P"), or the feature can be custom developed as desired ("C"). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available. If the feature can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate based on scope of work, etc).

Vendors may respond and be awarded to one or more features (for example, a vendor that offers only Developer and not Hosting may respond only to the Developer section and be awarded for that section only). Please indicate below which System features Vendor is proposing. Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the Solution, but will integrate with third party solutions, Vendor should indicate that the specific part of the Solution requiring third party integration is licensed individually.

Requirements have been divided into "Developer" and "Hosting". If Vendor plans to respond to only one section Vendor is only required to respond to sections pertaining to that feature (ie: a Web Hosting company would respond to items denoted "Hosting" and "Developer and Hosting").

Feature	Included in Proposal (Y/N)	Individually Licensed (Y/N)	Package Only (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
Developer				
Hosting				

2.1 Developer and Hosting - General

	Yes	No	P	C	Comments
2.1.1** Confirm that the Solution shall be designed to anticipate and provide for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users.**					

2.1.2 Confirm that software updates are included in the maintenance contract.					

2.1.3 Provide information regarding the database platform and versions supported. Confirm that the Solution can be run in a Virtualized environment (VMWare, Hyper V).

2.1.4** Specify whether the Solution is web/cloud-hosted or on-premise. **

2.1.4.1 If the Solution is on-premise, specify all hardware required to support the system.

2.1.4.2 If the Solution is web/cloud-hosted, describe what measures have been taken to ensure resiliency/high availability.

2.1.5** Describe any browser or application requirements including: supported browsers and minimum versions for accessing content and for website editors, dependencies on Flash or other third-party software. Please note any browser specific limitations to the functionality provided by the Solution. **

2.1.6** Provide details regarding Vendor needs and expectations for remote access to systems and open ports required for communication and data exchange between system components. **

2.1.7 Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades. Describe expectations of Participating Associate Member staff to apply upgrades for systems.

2.1.8 Describe the typical frequency of software updates on an annual basis and whether software updates are required at these intervals or if they are included/or optional. Describe how Participating Associate Members are notified of new software upgrades and tools available.

2.2 Hosting - Performance and Reliability

	Yes	No	P	C	Comments
2.2.1 Confirm the hosting platform has server redundancy in the event of an outage.					

2.2.2 Describe performance monitoring or other tools/techniques used to ensure consistent response times and availability of the Solution.

2.2.3 Describe Vendor recommended/used database backup, system recovery, and failover capabilities to minimize the system downtime and risk of data loss.

2.2.4** State uptime for the Solution for the past three (3) years. Scheduled maintenance that renders the system unavailable for typical usage, should be counted as an outage. Describe process for maintenance and uptime service level agreement.**

2.2.5** Provide a list of any site-wide outages over the past two years. Include the duration of the outage and an impact statement listing the services affected.**

2.2.6** Describe any data loss or data corruption that occurred in the past three (3) years. Identify any customers that experienced lost or compromised data and the source of the issue.**

2.2.7 Describe Vendor support for disaster recovery of the complete Solution in the instance of data corruption, complete data failure, complete server failure, or complete site failure. Provide evidence of comprehensive disaster recovery meeting.

2.2.8 Describe how Vendor anticipates and provides for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users. Provide an overview of how Vendor scales both infrastructure and support personnel to meet necessary demand.

2.2.9 If onsite installation, provide all technical documentation including minimum requirements, database sizing recommendations, and system architecture and installation.

2.3 Developer and Hosting - Upgrades and Maintenance

2.3.1** Confirm that the Solution shall be available 24/7, 365 days per year and provide details related to scheduled maintenance windows and precautions taken to ensure high availability.**

2.3.2 Clarify whether Vendor will host dedicated, separate production, development and test/preview environments for Participating Associate Members under this agreement. Participating Associate Members may request a testing database that is refreshed regularly from the production site, where new releases can be previewed and modifications tested prior to application to production.

2.3.3 Provide details on maintenance service arrangements for the proposed system and the cost for any alternative available including maintenance contracts and per-call maintenance cost.

2.4 Developer - Data and Interoperability

2.4.1** Participating Associate Members require full access to extract user-generated, system and usage data. Please describe how Vendor's proposed system supports this requirement. **

2.4.2** Please specify which platforms Vendor's proposed system integrates with for authentication/authorization (Active Directory, G-Suite, Google Single Sign On). **

2.4.3 To the extent that the proposed Solution leverages student, staff or other data systems, please describe available integrations. Provide a list of all Student Information Systems ("SIS"), Personnel/Human Resources, and Notification Systems that Vendor's proposed solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Schoolloop, SchoolMessenger/Intrado, Blackboard, ParentSquare). For each, please provide a brief description of the level of integration and how frequently the Solution can pull/refresh data from these data sources. For systems that rely on data FROM the web design and/or hosting solutions, specify any limitations on the number, frequency or scope of scheduled extracts that Participating Associate Member agencies can create and use.

2.4.4** Describe Vendor's data integration and loading process, include sample file layouts. **

2.4.5 Describe support for creating custom, scheduled imports and exports.

2.4.6 Describe the capabilities of the Solution to provide bulk imports and exports.

2.5 Developer and Hosting - Security

	Yes	No	P	C	Comment

					s
2.5.1** Confirm that the Vendor's information security policies are documented and available to clients upon request.**					
2.5.2 Confirm that the Solution prevents users from accessing information on students that they are not directly involved with. If the Solution does not allow for students to be secured by teacher, grade-level at a school, and specific school, describe the different permission levels that the Solution can enforce.					
2.5.3 Confirm that Ed Tech JPA and Associate Members may review Vendor internal and/or 3rd party security audits.					
2.5.4** Warrant that Vendor provides background checks on all employees, and/or that only employees who have undergone said background checks will have access to Participating Associate Members'/Districts' data. **					
2.5.5 Confirm that Vendor requires all employees to sign data handling agreements at hire.					
2.5.6 Certify that Vendor employs and will continue to employ a dedicated CISSP certified security manager, or the equivalent, in certification to test the Solution and run ongoing checks/improvements.					
2.5.7** Confirm that Vendor is capable of providing access limitations based upon Participating Associate Member roles, and give the site system administrator a tool to modify access rights at the individual level. Vendor's Solution must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel. **					
2.5.8** Vendor agrees that, even if the proposed Solution is hosted by Vendor, data housed in the Solution remains the sole property of Participating					

Associate Member and cannot be used in any way not explicitly approved by Participating Associate Member.**					
2.5.9** Confirm that no third-party shall be given access to Participating Associate Member data for any reason without explicit, written authorization from the Participating Associate Member. Any third party used to support the sSolution must be identified as a designated subcontractor in the RFP response. **					
2.5.10** Confirm that Vendor agrees to execute and abide by all terms in the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix E of this RFP). **					

2.5.11 Indicate if the Solution can be integrated with platforms for authenticated user permission assignment. a.) Specify which platforms the Solution can be integrated with (such as Active Directory or G-Suite). b.) Describe how the Solution can assign permissions based on directory system information (e.g., leveraging group memberships to determine editing rights or page visibility for users).
a.) b.)

2.5.12 Provide a description of Vendor policy regarding storage, retention, and distribution of data. State Vendor company data non-release policy.

2.5.13 Explain internal Vendor company protocols regarding the handling of client data.

2.5.14 The Solution shall effectively secure and protect student information. Please describe the security measures (physical and technological) taken to protect data.

2.6 Developer and Hosting - Additional Technical Requirements

2.6.1 Provide general configuration guidelines reflecting best practices, and confirm that specific guidelines will be provided to each Participating Associate Member when determining an implementation plan.

Part 3 Functionality and Usability

This section should include an in-depth description of the Web Design and Hosting Solution and ancillary services. This section of the RFP was divided into subsections reflecting the diverse needs of Ed Tech JPA's broad membership. The sections represent typical sets of features requested by some or all of the Ed Tech JPA Members. Some Ed Tech JPA members may leverage this RFP only to support a public facing website. Others may be seeking a full communications platform including public agency/school websites, intranet, learning management system and notification system platform.

Vendors may respond and be awarded to one or more subsection/set of requirements within this RFPs. Examples:

- A Vendor offering a suite of solutions for public website design and hosting, teacher/course websites, and stakeholder communications may respond to all sections 3.1-3.10 in this RFP.
- A Vendor offering only website design consultation services may respond only to sections 3.1 Developer - Accessibility and 3.2 Developer - Design and Layout and choose not to respond to the remaining sections.
- A Vendor only offering hosting services for client-designed and client-built websites may choose to only respond to sections 3.6-3.8.
- A Vendor offering a complete public website solution that does not include learning management and notification system features may respond to sections 3.1-3.8.

Please indicate below which System features Vendor is proposing. Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the solution, but will integrate with third party solutions, Vendor should indicate that the specific part of the solution requiring third party integration is licensed individually.

Feature	Included in Proposal (Y/N)	Individually Licensed (Y/N)	Package Only (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
3.1 Developer - Accessibility				

3.2 Developer - Design and Layout				
3.3 Developer - Content Management System Elements				
3.4 Developer - User Management				
3.5 Developer - Reporting Features				
3.6 Hosting - General				
3.7 Hosting - Management Features				
3.8 Hosting - Reporting				
3.9 Learning Management System				
3.10 Notification/Communications System				

For each requirement, Vendor must indicate whether the feature request or requirement is fully met in the current, publicly available version of the platform (“Yes”), the feature or requirement is not available (“No”), the feature or requirement is partially satisfied by functionality available in the current release or will be available in a planned, upcoming, future release (“P”), or the feature can be custom developed as desired (“C”). If the feature or requirement is planned for a future date, Vendor must provide the release number (version) and date. Planned enhancements listed without a scheduled release date will be evaluated as if the technology is not available. If proposed features can be custom developed Vendors must provide clear pricing in Appendix C:Pricing (hourly, flat rate, etc).

For any feature not included as part of the base Solution, but offered as an additional feature with an additional cost, make a note in Proposal and include the cost in Appendix C.

3.1 Developer - Accessibility

	Yes	No	P	C	Comments
3.1.1 **Confirm that the Solution adheres to the most recent requirements related to accessibility (including,					

but not limited to the 12 success criteria of the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act of 1973) making web content as accessible as possible to all types of users.**					
3.1.2 Confirm the Solution's ability to translate website content to multiple languages.					
3.1.3 Confirm the Solution has an automated accessibility audit/review tool.					

3.1.4 **Describe how the Solution meets the most recent requirements related to accessibility, including what features are offered and the functionality. Expand the table below as needed to respond.**	
Feature	**Functionality**

3.1.5 **Describe the accessibility standards/guidelines the Solution adheres to and to what level it complies.**

3.1.6 Describe tools available in the Solution to support automated review of websites against accessibility standards. Clearly define tools available in the base product, tools available for additional cost and tools that are provided by a third-party or vendor partner.

3.1.7 Provide examples or screenshots of reports or features in the Solution to help website editors identify and remediate accessibility issues.

3.1.8 Describe the proposed Solution's capabilities and process related to translation of web content into multiple languages. Be specific about the following: a.) How can end-users of the website access translated content? b.) To what extent is translation automated?

c.) To what extent can web site administrators edit translations (e.g., correct/modify automated translations)? d.) What content-type limitations exist for automated translation (e.g., alt text for images, PDFs, etc.)? e.) Does the system rely on third-party services for translation? If so, which tools are used? f.) How does the proposed Solution address reported issues with translation? For example, can a web administrator or end-user report an inaccurate translation? How are reported inaccuracies addressed?
a.) b.) c.) d.) e.) f.)

3.1.9 What standard languages are provided by the Solution for translation?

3.1.10 Describe the process to obtain additional languages for the Solution to translate website content to.

3.2 Developer - Design and Layout

	Yes	No	P	C	Comments
3.2.1 **Confirm that the Solution offers intuitive navigation with minimal training needed. **					
3.2.2 **Confirm that the Solution offers efficient navigation with minimal clicking required to complete key tasks. **					
3.2.3 **Confirm the Solution is device agnostic, uses modern responsive design principles and is optimized to work on all major platforms including, but not limited to, Windows, Google, and iOS.**					

3.2.4 Confirm that the Solution is customizable to reflect sites and subsites with different brands (ie: district logo/brand, and/or school site logos/brands).					
3.2.5 Confirm the Solution includes flexibility for website administrators to create new page design templates, content types, and web tools.					

3.2.6** Describe how the Solution addresses responsive design for mobile users, including, if applicable, mobile-first optimization.**

3.2.7** Describe how Vendor would engage with Participating Associate Members to develop the overall website design, including branding, layout and content architecture for a new implementation.**

3.2.8** Describe how Vendor engages with existing customers to periodically update/modernize website designs and incorporate new features. Be specific about what services are included in annual support costs and what redesign, update or website refresh services would require additional payment (be sure to list all costs in Appendix C).**

3.2.9** Describe any limitations of the Solution related to different devices (tablets, smartphones, desktop) and technology platforms (Android, Windows, and iOS). Please include limitations that apply to web site visitors as well as content editors.**

3.2.10 Does the Solution allow for custom development (Custom) or is it primarily a predefined, out-of-the-box solution (Predefined)? Examples of customization could be: substantial, structural modifications to available templates, custom design capabilities, and access to design,create and implement custom content components or web parts.
__ Custom __ Predefined __ Both Custom and Predefined Elements

3.2.11 If the Solution is Custom, confirm that Participating Associate Members have the ability to customize templates and to what extent. Describe the process to customize.

3.2.12 If the Solution is Custom, please describe the process for feature changes and/or requests.

3.2.13 If the Solution is Predefined, describe what elements/features can be configured and to what degree.

3.2.14 Describe the process to build new types of content, views, and/or templates.

3.2.15 Describe how Vendor supports requests for customization or additional functionality outside of the scope of a standard implementation.

3.2.16 Describe if and how client customizations may affect maintenance costs, support availability, and upgrade paths/availability of new product versions and feature sets (include all costs in Appendix C).

3.2.17 Provide any additional information as needed to demonstrate the Vendor's approach to custom website design vs. standardized/pre-defined templates and content elements. Please note: Ed Tech JPA Members have diverse needs and may prefer different approaches to website development. Ed Tech JPA does not have a preference relative to template-driven website tools and/or custom-designed solutions.

3.3 Developer - Content Management System Elements

	Yes	No	P	C	Comments
3.3.1 **Confirm that the Solution includes a rich text editor that allows any content (text, image, videos, tables, charts, hyperlinks, etc.) to be easily added, modified, deleted, copied, pasted, and formatted with or without HTML code for easy editing.**					
3.3.2 Confirm that the Solution includes a spell check and/or grammar check within the rich text editor.					
3.3.3 Confirm that the Solution allows for users to access/edit source code within a rich text editor					
3.3.4 Confirm that the Solution includes the ability to add sidebar items to content, such as background images with content overlay, quicklinks, CTA's, and contact information.					

Content Types

	Yes	No	P	C	Comments
3.3.5 **Confirm that the Solution includes templates to create landing/home pages**					
3.3.6 Confirm that the Solution includes templates to create general pages					
3.3.7 Confirm that the Solution includes standard templates for news and press releases and ways to view current and past content.					
3.3.8 Confirm that the Solution includes standard templates for events and ways to view current, past and future content.					
3.3.9 Confirm that the Solution includes standard templates for managing Photo Galleries.					
3.3.10 Confirm that the Solution includes standard templates for creating advisories/alerts/notifications					
3.3.11 Confirm that the Solution includes ability to create custom pages outside the bound/constraints of existing templates.					

3.3.12 Describe how users can create landing pages that are not bound to constraints of a template.

3.3.13 List available content types provided in the Solution.

Calendaring

	Yes	No	P	C	Comments
3.3.14 **Confirm that the Solution allows for the creation and customization of calendars associated with events and event types.**					
3.3.15 Confirm that the Solution allows for the creation of sub-calendars associated with specific categories or schools.					
3.3.16 Confirm that the Solution allows for the creation of multiple calendar-views for both public and private view.					
3.3.17 Confirm that the Solution integrates with Google Calendar, Microsoft Outlook or other calendar systems.					

Embedding

	Yes	No	P	C	Comments
3.3.18 **Confirm that the Solution has the ability to embed Media (videos, photos, documents, etc.).**					
3.3.19 Confirm that the Solution has the ability to embed files outside of the platform including but not limited to Google Suite, Microsoft OneDrive, DropBox, etc.					

3.3.20 Describe how to embed videos that have been uploaded to a video hosting site (e.g. YouTube, Vimeo, etc.).

Search and Navigation

	Yes	No	P	C	Comments
3.3.21 **Confirm that the Solution includes a powerful search capability that easily guides users to relevant pages, including an auto suggest feature for keyword searches.**					
3.3.22 Confirm that the Solution offers Search Engine Optimization techniques (such as content tagging) and strategies to improve the search ranking.					
3.3.23 Confirm that the Solution has the ability to promote specific content to the top of search results.					
3.3.24 Confirm that users can customize the search results form.					
3.3.25 Confirm that the Solution supports anchor links to allow users to navigate to a specific location on a page.					

3.3.26 **Describe the functionality of the search capability (ability to search by titles, keywords/tags, etc). Include information on the Solution's ability to search web content, alt text and captions, and within posted files (PDFs, Word Documents).**

3.3.27 Describe options available to website administrators to optimize search results including criteria that can be used to prioritize search results.

3.3.28 Describe features available to help website administrators review recent search results, including high-frequency searches and their results, searches that yielded no or limited results, top-clicked search results, and searches where the end-user did not click through to any of the presented search results.

File Management

	Yes	No	P	C	Comments
3.3.29 **Confirm that the Solution includes a file manager within the Solution**					
3.3.30 Confirm that the Solution has the ability to upload documents in bulk.					
3.3.31 Confirm that the Solution allows multiple images to be bulk uploaded with the option to automatically size and resize images and thumbnails.					

3.3.32 Describe any file size limitation(s) when uploading photos, videos and other media.

3.3.33 List what document and media formats/types can be uploaded to the Solution.

3.3.34 Describe any required storage limitation(s) for photos, videos, and pages, including archived content.

3.3.35 Describe the Solution's ability to allow administrative users to expand, limit, or restrict acceptable file types and acceptable file sizes.

Content Scheduling

	Yes	No	P	C	Comments
3.3.36 Confirm that the Solution allows users to control content publishing dates and expirations.					

3.3.37 Describe the Solution's capabilities related to schedule content publication and suppression/expiration. Be specific as to what types of content can be scheduled for future publication and/or expired/suppressed at a future date.

3.3.38 Describe notifications that can be triggered to confirm content publication on the scheduled date and/or reminder of content expiration on the expiration date.

Feeds & Integration

	Yes	No	P	C	Comments
3.3.39 Confirm that the Solution has the ability to integrate with third party providers (For example: Canvas, School Messenger, Vimeo, YouTube, Kaltura, Sharepoint, etc.).					
3.3.40 Confirm that the Solution has the ability to utilize and integrate with social media tools (Twitter, Facebook, Instagram, YouTube, etc.).					
3.3.41 Confirm that the Solution has the ability to ensure social media feeds meet the same accessibility standards as the website.					

3.3.42 List social media tools that the Solution has the capability of integrating with. Identify any limitations to the number and types of feeds that can be integrated within the platform (e.g., if a school principal has both an individual and an official school account for a specific platform and would like both feeds to appear/aggregate on the school website).

3.3.43 List which platforms/sites the Solution allows videos to be uploaded to (e.g. YouTube, Vimeo).

Versioning, Drafting, Archiving, Restoration

	Yes	No	P	C	Comments
3.3.44 **Confirm that the Solution has the ability to track content history, maintain and view/restore previous versions of web pages and content.**					
3.3.45 Confirm that the Solution allows pages to be previewed prior to publishing.					
3.3.46 Confirm that an archiving option is available and easily accessible.					
3.3.47 Confirm that the Solution allows administrative users to recover deleted content.					
3.3.48 Confirm that the Solution supports content moderation and/or an integrated approval process for publishing web site revisions.					

3.3.49 **Describe the process for an administrative user to view and restore a previous version of a webpage.**

3.3.50 Describe the process for an administrative user to categorize and tag content.

3.3.51 Describe any constraints (time, etc.) for administrative users to recover deleted content.

3.3.52 Describe any limitations (time, file sizes, etc.) for the Solution to track and make content history available.

3.3.53 Describe the process for a user to archive content.

3.3.54 Describe the process for a user to access the archive.

3.3.55 Describe the ability for web site editors to create a draft page/content revision and preview the changes before applying to the live website.

3.3.56 Describe the Solution's ability to support content moderation and/or approval workflow for new and revised website content.

3.3.57 Include screenshots showing how draft content can be saved, previewed, submitted for review, approved and published.

Views Manipulation

3.3.58 **Confirm that the Solution has the ability to display the various content types by certain filter/sort parameters (e.g. archives, recent articles, upcoming events, etc…)**					

Intranet Functionality

	Yes	No	P	C	Comments
3.3.59 Confirm that content (pages and files) can be made private, except to logged in users with the proper permission levels.					

3.3.60 Describe the process to make content private except to logged in users with the proper permission levels.

3.3.61 Describe how user roles are established and maintained by the Solution. If the Solution can leverage existing groups/roles defined in directory systems, or use rules-based criteria (e.g., user work location) from imported data, describe those capabilities here.

3.3.62 Describe how the intranet and intranet features interact with the public-facing web site/web content. For example, is the intranet treated as a separate environment, or secured pages/content within the primary website. Be specific as to whether additional charges apply to incorporate intranet features (be sure to include all costs in Appendix C).

3.3.63 Explain how granular intranet permissions can be applied. a.) Define whether content must be secured at a page level or whether permission to view/edit specific content within the page is available. b.) Clarify whether row-level or field level permissions can be applied. For example, if an employee directory is provided, can cell phone numbers be restricted to administrators or access to individuals within the directory be defined by the user's work location?
a.) b.)

3.3.64 Describe the extent to which intranet content can be personalized for the user. a.) Confirm whether content can be targeted to users based on attributes such as their work location, job classification or group membership/affiliation. b.) Confirm whether users can customize their own experience (e.g., users are allowed to pin favorites to an intranet home page).
a.) b.)

3.3.65 Describe features available to support two-way communication, including forms, chat features or other options to engage employees and website visitors.

Syndication

	Yes	No	P	C	Comments

3.3.66** Confirm that the Solution provides the capability to push an alert (banner, pop up message or other tool) from the Participating Associate Member's main website to school, department or program subsites.**					
3.3.67 Confirm that the Solution provides the capability to push content such as news articles and events from Participating Associate Member's main website to *individual* school sites or all sites.					

3.3.68 Describe the capability to push advisories (Color-coded Alerts, Articles, Calendar items, etc.) from Participating Associate Member/District level to individual school sites or all sites, and/or push advisories to individual sites or all sites, and identify regions where Participating Associate Members can display them.

Other Features

	Yes	No	P	C	Comments
3.3.69 Confirm that the Solution provides a method for users to request ratings and collect user input via a web form.					
3.3.70 Confirm that the Solution provides a method to display a series of images/videos and rotate via preferences (slideshow/carousel).					
3.3.71 Confirm that the Solution provides a method to display a piece of content's relative path using a feature such as breadcrumbs.					
3.3.72 Confirm that the Solution provides a method to edit a multi line footer					
3.3.73 Confirm that the Solution provides a method to scale functionality by adding in features in the future					
3.3.74 Confirm that the platform's database and reports can be accessed through a secure FTP (SFTP).					

3.3.75 Confirm that the Solution allows for custom CSS (full access to style sheets).					
3.3.76 Confirm that the Solution allows for custom javascript.					
3.3.77 Confirm that the Solution allows for basic photo sizing and cropping within the website editing tool.					

3.3.78 Describe what mapping software the Solution integrates with (For example: Google Maps, etc.), and functionalities of the integration.

3.3.79 Describe any limitations of the Solution in integrating with third party providers.

3.3.80 Describe the process for editors and users to subscribe to content.

3.3.81 Describe the process for email notifications to be sent out to users referencing content they have subscribed to (automated reminders, reminders sent from administrative users, etc.).

3.3.82 Describe any integration of popular website analytics tools allowed by the Solution.

3.3.83 Please describe any functionality available as part of the core/proposed Solution or as an optional solution that is available for purchase at an additional cost to the Participating Associate Member. Please also provide a brief description of planned development that may be of benefit to Participating Associate Members.

3.4 Developer - User Management

	Yes	No	P	C	Comments
3.4.1 **Confirm that the Solution has the ability to add users with different permission levels.**					
3.4.2 Confirm that the Solution can leverage authentication services Participating Associate Members use (e.g. SAML or Active Directory).					

3.4.3 **Describe the process to assign roles and permissions using the platform's users and groups.**

3.4.4 **Describe different roles and permission levels available for each role.**

3.4.5 Describe which user directory(ies) authentication services the platform integrates with.

3.5 Developer - Reporting Features

	Yes	No	P	C	Comments
3.5.1 **Confirm that the Solution can generate reports that count total pages, content views, clicks, browsers used, stale content, and broken links.**					
3.5.2 Confirm that the Solution provides a detailed log of all website content activity including reports on document ages and storage usage across the entire web collection.					
3.5.3 Confirm that the Solution provides Participating Associate Members access to all of the platform statistics data, which can be exported into a CSV format, including event log data (ie login times and actions performed).					

3.5.4 **Describe readily available reports that are standard within the Solution, and provide sample reports.**

3.5.5 Describe the recommended approach to provide read-only access to all data to enable custom extracts, reports and interfaces.

3.6 Hosting - General

	Yes	No	P	C	Comments
3.6.1 Confirm that Proposed Solution will be hosted by the Vendor (or designated subcontractor).					
3.6.2 **Confirm that Solution servers are regularly maintained.**					
3.6.3 **Confirm that Solution server maintenance records are documented and communicated with Vendor's customers.**					
3.6.4 **Confirm that Vendor shall provide regular backups and maintain a complete and current copy of the website at all times.**					
3.6.5 **Confirm that Vendor shall monitor the website and notify Participating Associate Members of any known security breaches or risks.**					
3.6.6 **Confirm the Solution's servers are secure and up-to-date with industry best practice security measures.**					

3.6.7 Describe the Solution's bandwidth requirements.

3.6.8 **Describe backup/failover plans to avoid a loss of data, including how often the Solution automatically creates a backup.**

3.6.9 **Describe the process to restore data (backups) in the event of a failure.**

3.6.10 Describe the Solution's server maintenance (frequency, etc).

3.6.11 **Describe the server upsizing process (including communication, procedures, hardware and software costs, storage size, timeline - be sure to include all costs in Appendix C).**

3.6.12 **Describe notification procedures related to downtime. (When contacted, after how long) .**

3.6.13 **Describe Vendor's approach to performance monitoring and remediation of performance issues. Please delineate Participating Associate Member and Vendor responsibility for determining performance benchmarks and initiating any adjustments needed to address performance issues. **

3.6.14 **Clarify how the Vendor approaches sizing and performance for peak utilization (e.g. high website traffic due to an unusual event such as a fire, earthquake or school closure) and for typical use. Be specific as to if and when overage charges apply for sizing/infrastructure adjustments needed to maintain availability of the site. **

3.7 Hosting - Management Features

	Yes	No	P	C	Comments

3.7.1 **Confirm that the hosting Solution has roles and permissions that can be managed with users and groups.**					
3.7.2 **Confirm that the Solution has the ability to add users with different permission levels.**					

3.7.3 **Describe the process to assign roles and permissions with users and groups.**

3.7.4 **Describe different roles and permission levels available for each role.**

3.7.5 Describe how each role interacts with the Solution.

3.8 Hosting - Reporting

3.8.1 **Describe reporting available for current and historical server metrics (including site uptime, storage, CPU, memory usage, etc.).**

3.8.2 **Describe readily available reports that are standard within the Solution, and provide sample reports.**

3.8.3 Describe what automated reports are available in the Solution, and the process to create automated reports.

3.8.4 Describe the recommended approach to provide read-only access to all data to enable custom extracts, reports and interfaces.

3.8.5 Describe limitations in hosting (product limitations, size limitations, etc).

3.8.6 Provide an overview of the core gradebook features.

3.8.7 Describe any reporting functionality available as part of the core/proposed solution or as an optional solution that is available for purchase at an additional cost to the Participating Associate Member (be sure to include all costs in Appendix C).

3.9 Learning Management System

	Yes	No	P	C	Comments
3.9.1** Confirm that the Solution offers a Learning Management System that integrates with the website tool to minimally provide secure, teacher- or course-level websites.**					
3.9.2** Confirm that the Solution provides for courses to easily be merged and edited as needed by the user, including, but not limited to, from year-to-year and semester-to-semester (e.g., a single website for multiple sections of the same course or a shared grade level website) .**					
3.9.3** Confirm that the Solution provides a tool for teachers to communicate directly with students, parents and other teachers.**					
3.9.4** Confirm that teachers with multiple courses or sections can create content (e.g., an announcement) and simultaneously post to multiple sections.**					
3.9.5** Confirm that the Solution provides an assignment drop-box feature where teachers and students can share, upload, and download files in					

one clear location with connectivity to a gradebook or grading tools. **					
3.9.6 Confirm that the Solution has the capability for flexible grouping, including the ability to create custom groups of students and teachers.					
3.9.7** Confirm that the Solution supports online student assessment, including a variety of item types.**					
3.9.8 Confirm that the Solution provides a tool for quiz creation which includes easy sharing and grading or integration into the personal gradebook of the teacher and/or Participating Associate Member Student Information System ("SIS").					
3.9.9 Confirm that the Solution is capable of importing and exporting Participating Associate Member created items and assessments, including specific questions, responses, all formatting, and any adaptive assessment plan and item pools to a machine readable format.					
3.9.10** Confirm that the Solution allows for the course template to be recycled from year to year and shared between teachers and schools. **					
3.9.11** Confirm that the Solution supports automated creation of rosters and/or communication of access to course sites through a SIS. **					
3.9.12 Confirm that the Solution allows teachers to target content to a specific audience (e.g., student group).					
3.9.13 Confirm that the Solution provides an integrated gradebook.					
3.9.14 Confirm that submitted assignments and other graded activities are automatically incorporated in the gradebook.					

3.9.15** Provide a general overview of the Learning Management System.**

3.9.16** Describe how the Learning Management System integrates with the public website and what enhanced integrations or dependencies (if any) exist between the public website and LMS web pages.**

3.9.17 Describe the process for creating custom student groups (for collaborative projects), and any features in the system that support group, project-based work.

3.9.18 Describe the process by which sharing, grading, and integration into the personal gradebook of the teacher/Participating Associate Member SIS is accomplished.

3.9.19** Provide an overview of how courses are created and rostered in the Solution.**

3.9.20** Describe features in the Solution designed to support teachers in efficiently scheduling and posting announcements and assignments across multiple courses. **

3.9.21** Describe tools available to help teachers reuse content from an existing course (e.g., teaching the same courses in a subsequent year). **

3.9.22 Provide an overview of the core gradebook features.

3.9.23 Please describe any functionality available as part of the core/proposed Solution not already described above or as an optional solution that is available for purchase at an

additional cost to the Participating Associate Member (be sure to include all costs in Appendix C).

3.9.24 Please provide a brief description of planned future development and roadmap timeline that may be beneficial to Participating Associate Members.

3.10 Notification/Communication System

	Yes	No	P	C	Comments
3.10.1** Confirm that the Solution offers an integrated notification system for the purposes of pushing essential information to staff, students, and families via email, text, phone call and/or mobile application ("Notification System").					
3.10.2** Confirm the Notification System allows school-wide messages to be sent to students and families via email, text or phone call.**					
3.10.3 Confirm the Notification System enables teachers to directly message students and parents of students enrolled in their courses.					
3.10.4 Confirm the Notification System offers capabilities for community members to subscribe to notifications for a particular school or area of interest.					
3.10.5 Confirm the Notification System supports two-way communication between families and schools staff.					
3.10.6 Confirm the Notification System offers a mobile app to support communications with families.					

3.10.7** Provide a general overview of the Notification System, including its core features and points of integration with the website solution.**

3.10.8** Describe the pricing model for the Notification System. Specifically, clarify whether the system is included in the base price for the website tool or provided at additional cost. **

3.10.9** Describe the capabilities of the Notification System to target messages to specific audiences, including creating dynamic distribution lists based on user attributes and/or uploading static contact lists.**

3.10.10 Describe the capabilities of the Notification System to target messages to specific audiences, including creating dynamic distribution lists based on user attributes and/or uploading static contact lists.

3.10.11 Describe the capabilities of the Notification System to personalize messages to families based on database fields (e.g., incorporate student ID or teacher name into an email).

3.10.12 Describe features available in the Notification System to support efficient and reliable delivery of emergency messages when local infrastructure may be impacted.

3.10.13 Describe how the Notification System works with source databases (student system, personnel system, and directory/user account systems) to integrate contact information and attributes for use in message targeting or composition.

3.10.14 Describe how the families can keep contact information updated and set preferences for message delivery.

3.10.15 Describe features available to help system administrators and school office staff identify issues with message delivery, outdated contact information and resolve issues with contacts that have opted out of notifications.

3.10.16 Please describe any functionality available as part of the core/proposed Solution not already described above or as an optional solution that is available for purchase at an additional cost to the Participating Associate Member (be sure to include all costs in Appendix C).

3.10.17 Please provide a brief description of planned future development and roadmap timeline that may be beneficial to Participating Associate Members.

Part 4 Price

Vendor must complete the Pricing Forms (Appendix C). In Appendix C, Vendor shall detail all costs associated with the proposed solution, including, but not limited to, the implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products. Taxes may be listed as an approximate percentage where appropriate. Costs not identified by Vendor shall be borne by Vendor and will not alter the requirements identified in this solicitation.

	Yes	No	Comments
4.1** Confirm that all costs, including, but not limited to, implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products and any other anticipated costs to the Participating Associate Member have been included on the completed Appendix C: Pricing Form. **			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable			

for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			
4.3** Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.**			
4.4 **Confirm that the maintenance and licensing fee shall not begin until the Solution has been tested and accepted by the Participating Associate Member.			

4.5** Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. **

4.6** Provide a narrative explanation of the pricing proposal. Describe in detail any limitations of (e.g., length of term, service quantities) that apply to the proposed pricing. Note, limitations or terms that are unfavorable may be cause for rejection of the Proposal. **

4.7** If pricing is contingent upon a specific volume of students or staff, explicitly state those conditions. *Ed Tech JPA reserves the right to award to multiple Vendors a Master Agreement to best meet the needs of its Associate Members. **

4.8 Describe how growth (e.g., increases to student enrollment, usage, storage or additional websites) and site changes will impact the price.

4.9 Describe how declining enrollment and site changes will impact the price.

4.10** Describe payment milestones and expectations. **

Part 5 Exceptions

Describe any exceptions to the RFP content, general expectations, specific requirements, and/or the Ed TEch JPA's standard Master Agreement and Purchase Agreement. For each exception, propose acceptable alternative language and/or provide rationale to support the exception.

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Appendix C: Pricing Form

Detail all costs associated with the proposed Solution, including, but not limited to, complete delivery, the implementation, installation, configuration, software licensing, maintenance, ongoing support, repairs, parts, recommended professional services, taxes and surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

- One Time Costs
- Annual Recurring Costs
- Optional Services/Solutions and Costs

One-Time Costs: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP.

- If Vendor has multiple package offerings (e.g., district/agency website, school websites, learning management system, notification system), clearly identify what is included at each price point. Offerings may be presented as individual components (i.e., Website Cost, LMS Cost), as bundled packages (i.e., Website Only, Website + LMS), or as both.
- For custom development or other costs dependent on customer-specific needs, Vendor's may indicate an hourly rate or other unit-cost pricing structure on the form.

One-Time Costs			
Item	**Description**	**Unit Cost** *(Indicate Flat Cost or Per Student, Staff, User, etc.)*	**Estimated Total Cost**
Implementation	*Including but not limited to: Data Integration, Transition from Existing Systems, ProjectManagement, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)*		
Training	*Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*		
Other	*Please Describe:*		
Total One-Time Costs:			

Annual Recurring Costs: Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if

pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participating Associate Members may select which Tier they belong in, to the best of their knowledge.

- If Vendor has multiple package offerings (e.g., district/agency website, school websites, learning management system, notification system), clearly identify what is included at each price point. Offerings may be presented as individual components (i.e., Website Cost, LMS Cost), as bundled packages (i.e., Website Only, Website + LMS), or as both.
- If pricing levels are differentiated based on student enrollment or other factors, Vendors may submit multiple “tiers” of pricing for products.

Tier 1 Annual Recurring Costs			
Specify number of licences and any additional requirements to qualify for Tier 1 Pricing:			
Item	**Examples of Included Items**	**Unit Cost** ***(Indicate Flat Cost or Per Student, Staff, User, Site, etc.)***	**Estimated Total Cost** ***(Years 1-5)***
Developer Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Hosting Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Learning Management Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Maintenance and Support		Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Upgrade & Update Costs	***Including but not limited to: Updated training materials and release notes.***	Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***

Other	***Please Describe:***	Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Total Annual Recurring Costs		Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***

Tier 2 Annual Recurring Costs			
Specify number of licences and any additional requirements to qualify for Tier 2 Pricing:			
Item	**Examples of Included Items**	**Unit Cost** ***(Indicate Flat Cost or Per Student, Staff, User, Site, etc.)***	**Estimated Total Cost** ***(Years 1-5)***
Developer Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Hosting Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***

Learning Management Solution	***Including but not limited to: Software, Licensing, training materials and release notes.***		***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Maintenance and Support		Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***
Upgrade & Update Costs	***Including but not limited to: Updated training materials and release notes.***	Developer: Hosting: LMS:	***(break down if necessary)*** ***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:***

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed Solution to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

Vendors proposing Hosting must specify costs for additional storage/servers if upsizing hosted infrastructure may trigger additional costs.

Vendors offering additional related products, not specifically called for in this RFP (e.g., school safety products) may add those products and services in this section.

Optional Services/Solutions and Costs				
Item	**Description** *(Check box if required to meet minimum requirements of this RFP)*	**Dependent Requirements** *(If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)*	**Unit Cost** *(Indicate Flat Cost or Per Student, Staff, User, etc.)*	**Estimated Total Cost** *(Years 1-5)*
Additional Storage Servers	☐ **Required to Meet Requirements**		**____Recurring** **____One-Time**	***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:*** **____Recurring** **____One-Time**
Custom Development	☐ **Required to Meet Requirements**		**____Recurring** **____One-Time**	***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:*** **____Recurring** **____One-Time**

	☐ **Required to Meet Requirements**		**____Recurring** **____One-Time**	***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:*** **____Recurring** **____One-Time**
	☐ **Required to Meet Requirements**		**____Recurring** **____One-Time**	***Year 1:*** ***Year 2:*** ***Year 3:*** ***Year 4:*** ***Year 5:*** ***TOTAL:*** **____Recurring** **____One-Time**

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Appendix A: Standard Master Agreement and Standard Purchase Agreement

ED TECH JPA MASTER AGREEMENT: [Product/RFP]

This Master Agreement ("MA"), is made as of DATE ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and [INSERT] ("VENDOR").

BACKGROUND

A. Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On [DATE], ED TECH JPA issued a Request for Proposal for [PRODUCT] (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical:
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for specified products and services (the "Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the products or services ("Products") at the prices listed in Exhibit A. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. This MA includes the services and pricing offered in VENDOR's RFP response, as identified in Appendix C, Pricing Form. Prices will remain valid for all Participating Associate Members of ED TECH JPA through the expiration of the MA.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of three (3) years. The MA may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases, Products may be delivered over multiple years after the Term. The expiration or

termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other “Eligible Entities” who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A “Participant” or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant’s needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant’s payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Participating Associate Members may browse products in the JPA website. Prior to executing the Purchase Agreement (“PA”), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant’s request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products and provide that PA to ED TECH JPA. The PA is included herein in this Appendix A for reference.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A completed PA must be presented to ED TECH JPA no later than sixty (60) days after Participant and VENDOR reach agreement on the Implementation Plan. ED TECH JPA will accept timely submitted and properly completed PAs, and thereafter, VENDOR will work directly

with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to vendor.

5. PROGRAM PROMOTION

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA, and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentation to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term.VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

6. INVOICING FOR SERVICES

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

7. EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Equipment has been discontinued and is no longer available from the manufacturer;
B) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted. ;
C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
D) VENDOR receives an executed Amendment to the Master Agreement;
E) VENDOR has obtained prior written Board approval from Participating Associate Members; and

F) VENDOR receives an executed Amendment to the Purchase Agreement.

8. MINIMUM PRICE GUARANTEE

VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

9. EXPENSES.

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for ED TECH JPA or Associate Members.

10. COMPLIANCE WITH APPLICABLE LAW

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to the ED TECH JPA's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

11. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA), attached to the RFP as Appendix E.

12. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

13. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

14. TRANSACTION REPORTING

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, not later than the reporting period outlined in section 15.B. of this MA. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA.

15. ADMINISTRATIVE FEE

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. Vendors whose gross sales exceed two million dollars ($2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	**Administrative Fee****
$2,000,000.00 - $3,999,999.99	3.5%
$4,000,000.00 and above	3%

*The fiscal year term is July 1 - June 30.
**Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.
***Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall be authorized by Ed Tech JPA's Board of

Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

A. Administrative Fees shall be reported and payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

B. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611

C. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
D. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
E. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
F. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.
G. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Master Agreement shall be as follows:
Name:
Attn:
Address:
Email:
Phone:

B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:
Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org
949-936-5022

C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

17. INDEMNIFICATION

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR or in any direct communication between VENDOR and any ED TECH JPA Member.

ED TECH JPA. To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

18. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

19. SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

20. DEFAULTS

In the event that VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

21. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein..

22. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

23. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement

shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An “Affiliate” for purposes of this Section 23 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

24. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

25. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

26. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

27. EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

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

ED TECH JPA	VENDOR
_____	_____
By: Brianne Ford	By:
President of the Board	Its:
_____	_____
Date	Date

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Exhibit A

ED TECH JPA Pricing

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Exhibit B

Usage Report Template

VENDOR NAME:									
			UAGE REPORT TEMPLATE						
Member Agency	Contract Term Dates	Date Purchase Agreement Executed	Date Order Fulfilled/ Invoice Generated	Order Details/ Products Purchased	Purchase Price: One-Time Fees	Purchase Price: Annual Fees	JPA Admin Fee (4% of purchase price)	Notes	New/Renewal
	-								□ New customer □ Existing customer new agreement □ Existing customer renewal
	-								□ New customer □ Existing customer new agreement □ Existing customer renewal
	-								□ New customer □ Existing customer new agreement □ Existing customer renewal

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

ED TECH JPA PURCHASE AGREEMENT: [Product/RFP]

This Purchase Agreement (this "PA"), is made as of DATE (the "Effective Date"), by and between the [INSERT ASSOCIATE MEMBER] ("PARTICIPANT") and [INSERT] ("VENDOR").

BACKGROUND

A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On [DATE], ED TECH JPA issued a Request for Proposal for [PRODUCT] (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical.
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for specified products and services (the "Products") and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor.

C. A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participating Associate Member".

D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.

E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

This PA is subject to the terms of the RFP and the corresponding MA between ED TECH JPA and VENDOR, which are incorporated herein by this reference. VENDOR and PARTICIPANT agree (a) to the terms and conditions of the RFP and the MA covering the requested Products, (b) any additions or deletions to Products listed on this PA shall be promptly executed through an amendment to this PA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.3 of the RFP, and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement with the VENDOR for the product. VENDOR further acknowledges and agrees (c) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. Order details, including an Additional Services, and the parties' Implementation Plan are attached hereto as Exhibit A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

3. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA), attached to the RFP as Appendix E.

4. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this PA.

6. EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete equipment introduced or removed from the market by the manufacturer under the following conditions:

G) Deleted Equipment has been discontinued and is no longer available from the manufacturer;
H) Added Products are either a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted;
I) VENDOR has obtained prior written Board approval from Ed Tech JPA;
J) VENDOR receives an executed Amendment to the Master Agreement;
K) VENDOR has obtained prior written Board approval from Participating Associate Members; and
L) VENDOR receives an executed Amendment to the Purchase Agreement.

7. INVOICING FOR SERVICES

The RFP Number and Name shall appear on each purchase order and invoices for all purchases placed under this Purchase Agreement. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Products and allows VENDOR to invoice for the Products. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

8. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Purchase Agreement shall be as follows:
Name:
Attn:
Address:
Email:
Phone:

B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
Name:
Attn:
Address:
Email:
Phone:

C. The primary Ed Tech JPA contract manager for this Purchase AGreement shall be as follows:

Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
MichelleBennett@iusd.org
949-936-5022

D. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

VENDOR will defend, indemnify and hold harmless Participating Associate Members and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the product, (B) modifications to the product, or (C) PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 14, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT a portion of the License Fees paid by PARTICIPANT in respect of the product depreciated on a straight-line basis over one (1) year from the Effective Date. VENDOR agrees to notify ED TECH JPA and Participating Associate Member in the event of any claim against VENDOR alleging intellectual property infringement regarding Products and Services listed in the RFP. VENDOR agrees to notify ED TECH JPA of any claims against VENDOR by any Participating Associate Member.

(b) By PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of PARTICIPANT or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT.

(c) DISCLAIMER OF LIABILITY. ED TECH JPA does not provide assurance or warranty to VENDOR or PARTICIPANT with respect to issues arising under this PA, including Participant's payments to VENDOR. ED TECH JPA will not represent VENDOR or PARTICIPANT in the resolution of disputes arising under this PA.

10. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An “Affiliate” for purposes of this Section 12 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

13. DEFAULTS

In the event that VENDOR defaults in its obligations under this PA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this PA.

14. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS IN THE COUNTY WHERE PARTICIPANT IS LOCATED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this PA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

15. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving

party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice.

16. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18. TERM & TERMINATION

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of number (#) years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

TERMINATION OF CONTRACT

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

19. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 6 through 12, covering Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

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

PARTICIPANT/ASSOCIATE MEMBER	VENDOR
_____	_____
By:	By:
Its:	Its:
_____	_____
Date	Date

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Exhibit A

Order Information and Implementation Plan

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Appendix B: Required Forms

All required forms must be submitted as part of the Vendor's complete proposal on or before the Proposal Deadline specified in the calendar of events. Required Forms are listed below.

Proposal Submission Checklist
Master Agreement & Purchase Agreement Confirmation
Acknowledgment of Amendments to RFP
Vendor Representation and Certification
Noncollusion Declaration
Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
Certification on Restrictions on Lobbying
Worker's Compensation Certificate
Drug-Free workplace
Tobacco Use Policy
Criminal Records Check Certification by Vendor
Disclosure of Proposal
W-9
Insurance Requirements Acknowledgement
Minimum Price Guarantee Acknowledgment
Administrative Fee Acknowledgment
Rules Acknowledgement

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PROPOSAL SUBMISSION CHECKLIST

- ❑ Proposal Submission Checklist (Appendix B)
- ❑ Master Agreement & Purchase Agreement Confirmation (Appendix B)
- ❑ Acknowledgment of Amendments to RFP (Appendix B)
- ❑ Vendor Representation and Certification (Appendix B)
- ❑ Noncollusion Declaration (Appendix B)
- ❑ Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters (Appendix B)
- ❑ Certification on Restrictions on Lobbying (Appendix B)
- ❑ Workers' Compensation Certificate (Appendix B)
- ❑ Drug Free Workplace Certification (Appendix B)
- ❑ Tobacco Use Policy (Appendix B)
- ❑ Criminal Records Check Certification by Vendor (Appendix B)
- ❑ W-9 (Appendix B)
- ❑ Disclosure of Proposal
- ❑ Insurance Requirements Acknowledgement (Appendix B)
- ❑ Minimum Price Guarantee Acknowledgment (Appendix B)
- ❑ Administrative Fee Acknowledgment (Appendix B)
- ❑ Rules Acknowledgement (Appendix B)
- ❑ Pricing Form (Appendix C)
- ❑ Service Level and Maintenance Agreement (if applicable) (Appendix D)
- ❑ Sample Reports and Training Materials (Appendix D)
- ❑ Standard Student Data Privacy Agreement CA-NDPA (Appendix E)
- ❑ Proposal Form (Attachment 1)

Write out all answers using the Proposal Form in Attachment 1. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in Vendor's proposal must be clearly identified.

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MASTER AGREEMENT & PURCHASE AGREEMENT CONFIRMATION

Upon notification of selection and Board Approval by a Participating Associate Member, the undersigned hereby promises and agrees to furnish all articles or services within the dates specified, in the manner and form and at the prices herein stated in strict accordance with the advertisement, specifications, proposals and general conditions all which are made a part of the Purchase Agreement.

Name under which business is conducted

Business Street Address City State Zip Code

Telephone Number:

IF SOLE OWNER, sign here:
I sign as sole owner of the business named above.

Signature	Date

Name	Title

IF PARTNERSHIP, sign here:
The undersigned certify that we are partners in the business named above and that we sign this purchase agreement with full authority so to do. (One (1) or more partners sign)

Signature	Date

Name	Title

Signature	Date

Name	Title

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IF CORPORATION, sign here:

The undersigned certify that they sign this purchase agreement with full and proper authorization so to do.

Signature	Date

Corporation Legal Name

Name	Title

Incorporated under the laws of the State of

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ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

VENDOR HEREBY ACKNOWLEDGES RECEIPT OF ANY AND ALL AMENDMENTS TO THE RFP.

If Vendor has no knowledge of any amendments to the RFP having been issued to, or received by, Vendor, please check the following box: ⬜

Amendments

Amendment No	Date Published	Date Received

Signature	Date

Vendor Legal Name

Name	Title

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).

- He/she has read the complete RFP documents and all amendments issued pursuant thereto.

- The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.

- If the Vendor's Proposal is accepted by Ed Tech JPA, the Vendor will enter into a Master Agreement with Participating Associate Members to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to Participating Associate Members and the Vendor.

- Ed Tech JPA reserves the right to reject any or all proposals.

I hereby certify that I am submitting the attached Proposal on behalf of

I understand that, by virtue of executing and returning this required response form with the Proposal, I further certify, that the Vendor understands and does not dispute any of the contents of the proposal requirements (except as may be noted in the response).

Signature	Date

Vendor Legal Name

Name	Title

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL
(Public Contract Code section 7106) The undersigned declares:
I am the

(title) of

(Vendor), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

Signature	Date

Vendor Legal Name

Name	Title

City	State

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The

(Principal) of

(Vendor Name)

Certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.

If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
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CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

(name of offeror) that

(Firm name) meets the following qualifications:

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature	Date

Vendor Legal Name

Name	Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:
a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature	Date

Vendor Legal Name

Name	Title

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or

organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b. Establishing a drug-free awareness program to inform employees about all of the following:

i. The dangers of drug abuse in the workplace;

ii. The person's or organization's policy of maintaining a drug-free workplace;

iii. The availability of drug counseling, rehabilitation and employee-assistance programs;

iv. The penalties that may be imposed upon employees for drug abuse violations;

c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participating Associate Member determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature	Date

Vendor Legal Name

Name	Title

TOBACCO USE POLICY

In the interest of public health, Participating Associate Member provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participating Associate

Member. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Signature	Date

Vendor Legal Name

Name	Title

NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school

DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR
(AB 1610, 1612 and 2102)

To the Board of Trustees of Participating Associate Member:

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JOINT POWERS AUTHORITY

I,

(name)
certify that:

(Name of Vendor)

1. has carefully read and understands the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work it will be performing for the Participating Associate Member,

(Name of Vendor)
employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature	Date

Vendor Legal Name

Name	Title

City	State

DISCLOSURE OF PROPOSAL

☐ I hereby agree to the posting of this **full Proposal** and

supporting documents on a password protected website available only to active Ed Tech JPA Members.

OR

☐ I agree to the posting of a **redacted Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
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W-9

Current Version Available at: http://www.irs.gov/pub/irs-pdf/fw9.pdf

Insurance Requirements Acknowledgement

These are the Insurance Requirements for Vendors providing services or supplies to Ed Tech JPA, and its Founding Members and Associate Members. By submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Insurance Requirements may include additional provisions as deemed appropriate by Ed Tech JPA and the Participating Associate Member. All insurers must be duly licensed and admitted by the State of California.

Mandatory Requirements (unless Participating Associate Member reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than $1,000,000 per occurrence ($2,000,000 aggregate) and $3,000,000 Excess/Umbrella Liability.

Minimum Limits (If required by Participating Associate Member)

1. Workers' Compensation and Employer's Liability insurance in the amount of not less than $1,000,000 per occurrence.

2. Professional Liability insurance in an amount of not less than $1,000,000 per occurrence ($2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Ed Tech JPA or Participant, as applicable. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

Optional Insurance

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by EdTech JPA. Desired coverage includes: i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; ii. Media liability, including infringement of copyright, trademark and trade dress (intellectual property by appearance of product, design, or packaging); iii. Cyber extortion; and iv. Privacy. Suggested limits of not less than $2,000,000 per occurrence, or sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this RFP, Master Agreement and Purchase Agreements with Associate Members. The Policy should include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

Additional Insured Endorsement Language

"[Participating Associate Member Name], its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any

insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section must be provided to Participating Associate Members. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Individual Associate Member Requirements

Individual Associate Members may have different/additional requirements than the minimum insurance requirements specified herein. Vendor agrees to maintain insurance that meets the requirements of individual Associate Members.

I hereby agree to the insurance requirements specified herein.

Signature	Date

Vendor Legal Name

Name	Title

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Minimum Price Guarantee Acknowledgment

To prevent underpricing and protect seller Margin, Vendor's pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
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Administrative Fee Acknowledgment

VENDOR agrees to pay ED TECH JPA an administrative fee (the “Administrative Fee”) calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, and agreement extensions or renewals. Vendors whose gross sales exceed two million dollars ($2,000,000.00) may be eligible to pay a discounted Administrative Fee. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Administrative Fee must be included when determining the pricing offered. The Administrative Fee is not negotiable and shall not be added as a separate line item on an invoice. The Administrative Fee is not refundable to Participants or Vendors under any circumstances.

I hereby agree to the Administrative Fee specified herein.

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
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Rules Acknowledgement

I hereby agree to the Rules specified in Section 6.0 of this RFP.

Signature	Date

Vendor Legal Name

Name	Title

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Appendix D: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)
Sample Reports and Training Materials
Additional Resources that Support the Proposal

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Appendix E: Standard Student Data Privacy Agreement (CA-NDPA Standard)

Please complete and sign the CA-NDPA, including Exhibit E, so Ed Tech JPA Members can agree to the same terms.

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STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.0 (10.22.20)

Ed Tech JPA

and

Provider

EDUCATION TECHNOLOGY
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This Student Data Privacy Agreement ("DPA") is entered into on (the "Effective Date") and is entered into by and between: Education Technology Joint Powers Authority

(the **"Local Education Agency"** or **"LEA")**, located at 5050 Barranca Parkway, Irvine, CA 92604, and

(the **"Provider")**,

located at

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act **("FERPA")** at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms.

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the **"Services").**

6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:
Name: Michelle Bennett Title:Procurement Specialist

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Address: 5050 Barranca Parkway, Irvine, CA 92604

Phone: 949-936-5022 Email: MichelleBennett@iusd.org

The designated representative for the Provider for this DPA is:

Name:_____ Title:

Address:

Phone:_____ Email:

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: Education Technology Joint Powers Authority
By:_____ Date:

Printed Name: Brianne Ford Title/Position: President

PROVIDER:
By:_____ Date:

Printed Name:_____ Title/Position:

STANDARD CLAUSES
Version 3.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities {"Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service

Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE 111: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a){l)), LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a

lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:

(1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D".** If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and

privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F".** Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F".** Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F".** Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

(1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

i. The name and contact information of the reporting LEA subject to this section.

ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications,

representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

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

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EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System		
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.			
	Other application technology meta data- Please specify:			
Application Use Statistics	Meta data on user interaction with application			
Assessment	Standardized test scores			
	Observation data			
	Other assessment data-Please specify:			
Attendance	Student school (daily) attendance data			
	Student class attendance data			
Communications	Online communications captured (emails, blog entries)			
Conduct	Conduct or behavioral data			

Demographics	Date of Birth			
	Place of Birth			
	Gender			
	Ethnicity or race		□	
	Language information (native, or primary language spoken by student)			
	Other demographic information-Please specify:			
Enrollment	Student school enrollment			
	Student grade level			
	Homeroom			
	Guidance counselor			
	Specific curriculum programs			
	Year of graduation			
	Other enrollment information-Please specify:			

Parent/Guardian Contact Information	Address			
	Email			
	Phone			

Category of Data	Elements	Check if Used by Your System		
Parent/Guardian ID	Parent ID number (created to link parents to students)			
Parent / Guardian Name	First and/or Last			
Schedule	Student scheduled courses			
	Teacher names			
Special Indicator	English language learner information			
	Low income status			
	Medical alerts/ health data			
	Student disability information		□	
	Specialized education services (IEP or 504)			
	Living situations (homeless/foster care)			
	Other indicator information-Please specify:			

Student Contact Information	Address			
	Email			
	Phone			
Student Identifiers	Local (School district) ID number			
	State ID number			
	Provider/App assigned student ID number			
	Student app username			
	Student app passwords			
Student Name	First and/or Last			
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)			
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in			
Student Survey Responses	Student responses to surveys or questionnaires			

Student work	Student generated content; writing, pictures, etc.			
	Other student work data -Please specify:			
Transcript	Student course grades			
	Student course data			
	Student course grades/ performance scores			

Category of Data	**Elements**	**Check if Used By Your System**		
	Other transcript data - Please specify:			
Transportation	Student bus assignment			
	Student pick up and/or drop off location			
	Student bus card ID number			
	Other transportation data - Please specify:			

Other	Please list each additional data element used, stored, or collected by your application:			
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .			

EXHIBIT *"C:'"* DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: A local education agency who originally executes the DPA in its entirety with the Provider.

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

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

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

Service Agreement: Refers to the Contract, Purchase Order and/or Terms of Service and/or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline

records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

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

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

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

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EXHIBIT "D" DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable. By

4. Signature

Authorized Representative of LEA Date

5. Verification of Disposition of Data

Authorized Representative of Company Date

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EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Education Technology joint Powers Authroity
("Originating LEA") which is dated , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

PROVIDER:

By:_____ Date:

_____

Printed Name:_____Title/Position:

2. Subscribing LEA

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

and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

LEA:

BY:_____Date:_____

Printed Name:_____Title/Position:

SCHOOL DISTRICT NAME:

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title:

Address: _____ Telephone Number:

Email: _____

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EXHIBIT "F" DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	**FRAMEWORK(S)**
□	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
□	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
□	International Standards Organization	Information technology - Security techniques - Information security management systems (ISO 27000 series)
□	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
□	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)

	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit htt p:// www.eds pex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" Supplemental SDPC State Terms for California

Version 1.0

This Amendment for SDPC State Terms for California **("Amendment")** is entered into on the date of full execution (the **"Effective Date")** and is incorporated into and made a part of the Student Data Privacy Agreement **("DPA")** by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the **"Local Education Agency"** or **"LEA")** and

, located at

(the **"Provider").**

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

WHEREAS, the Provider is providing educational or digital services to LEA, which services include: (a) cloud-based services for the digital storage, management, and retrieval of pupil records; and/or (b) digital educational software that authorizes Provider to access, store, and use pupil records; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act **("FERPA")** at 20 U.S.C. § 1232g (34 C.F.R. Part 99); the Protection of Pupil Rights Amendment **("PPRA")** at 20 U.S.C. §1232h; and the Children's Online Privacy Protection Act **("COPPA")** at 15 U.S.C. § 6501-6506 (16 C.F.R. Part 312), accordingly, the Provider and LEA have executed the DPA, which establishes their respective obligations and duties in order to comply with such applicable laws; and

WHEREAS, the Provider will provide the services to LEA within the State of California and the Parties recognizes the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable California laws and regulations, such as the Student Online Personal Information Protection Act **("SOPIPA")** at California Bus. & Prof. Code§ 22584; California Assembly Bill 1584 **("AB 1584")** at California Education Code section 49073.1; and other applicable state privacy laws and regulations; and

WHEREAS, the Provider and LEA desire to enter into this Amendment for the purpose of clarifying their respective obligations and duties in order to comply with applicable California state laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

Term. The term of this Amendment shall expire on the same date as the DPA, unless otherwise terminated by the Parties.

Modification to **Article IV, Section** 7 **of the DPA.** Article IV, Section 7 of the DPA (Advertising Limitations) is amended by deleting the stricken text as follows:

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data ~~(i)~~ for adaptive learning or customized student learning (including generating personalized learning recommendations)~~; or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new~~

~~education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits~~.

IN WITNESS WHEREOF, LEA and Provider execute this Amendment as of the Effective Date.

LEA: Education Technology Joint Powers Authority

By:_____ Date:_____

Printed Name: Brianne Ford Title/Position: President

PROVIDER:

By:_____ Date:_____

Printed Name:_____ Title/Position:

ED TECH JPA MASTER AGREEMENT: RFP No. 20/21-02 Web Design & Hosting

This Master Agreement ("MA"), is made as of **March 25, 2021** ("Effective Date"), by and between the Education Technology Joint Powers Authority ("ED TECH JPA") and **Active Internet Technologies (dba Finalsite)** ("VENDOR").

BACKGROUND

A. Education Technology JPA is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.

B. ED TECH JPA establishes its contracts for products and services through the following process:

1. On December 8, 2020 ED TECH JPA issued a Request for Proposal for web design and hosting services (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
2. ED TECH JPA published the RFP on its Website and in a local periodical:
3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
4. ED TECH JPA selected VENDOR for an award under the RFP for web design and hosting services (the "Products"). The parties are entering this Master Agreement ("MA") to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

ED TECH JPA awards this MA to VENDOR under the RFP with respect to the products or services ("Products") at the prices listed in Exhibit A. VENDOR accepts the award and confirms VENDOR's acceptance of all terms and conditions of the RFP, which are incorporated herein by this reference. VENDOR's proposal in response to the RFP ("VENDOR's Proposal"), and the California Student Data Privacy Agreement are incorporated herein by this reference. This MA includes the services and pricing offered in VENDOR's Proposal, as identified in Appendix C, Pricing Form. Prices will remain valid for all Participating Associate Members of ED TECH JPA through the expiration of the MA.

2. TERM

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of three (3) years. The MA may be extended for up to two additional one (1) year terms beyond the original term, for a total of up to five (5) years. The parties understand that Participants may order Products under this MA to be delivered after the Term of this MA; in some cases,

Products may be delivered over multiple years after the Term. The expiration or termination of this MA shall not affect VENDOR's obligation to deliver Products as ordered by Participants during the Term.

3. PARTICIPANTS

The pricing, terms, and conditions of this MA will be made available to ED TECH JPA Founding Members, Associate Members and to other "Eligible Entities" who elect to become Associate Members of the ED TECH JPA. Eligible Entities are all California public school districts, county offices of education, and community college districts, and any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase Products through a procurement vehicle such as ED TECH JPA. A "Participant" or "Participating Associate Member" is an Eligible Entity who chooses to purchase items through this MA, including Associate Members and Founding Members.

VENDOR acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of VENDOR and Products for Participant's needs, (b) entering into one or more Purchase Agreements with VENDOR to document the quantities, total costs, and delivery terms for Products, (c) and coordinating implementation of Products with VENDOR. VENDOR is not under any contractual obligation to provide Products to Participants until such time as both a MA and a Purchase Agreement have been fully executed. The RFP was conducted for the limited purposes specified in the RFP. ED TECH JPA does not provide assurance or warranty to VENDOR with respect to other issues, including Participant's payments to VENDOR. ED TECH JPA will not assist in implementation or represent VENDOR in the resolution of disputes with Participants.

4. PURCHASE AGREEMENTS

Participating Associate Members may browse products in the JPA website. Prior to executing the Purchase Agreement ("PA"), Associate Members will work with a VENDOR representative to determine the VENDOR implementation timeline and implementation plan ("Implementation Plan") as further described in Section 2.2 of the RFP. To confirm Participant's request to buy Products using the RFP, Participant and VENDOR must complete and execute a Purchase Agreement ("PA") for the specific Products and provide that PA to ED TECH JPA. The PA is included herein in this Appendix A for reference.

The PA will contain a general description of the Products ordered, contact information for VENDOR and Participant related to purchase and sale of the Products, and an acknowledgement that the purchase is subject to the terms of the RFP and this MA. Participant and VENDOR may agree on contingencies, such as timing contingencies, applicable to delivery of Products.

A report outlining all completed PAs must be presented to ED TECH JPA at the same time the Administrative Fee is paid to Ed Tech JPA, at the same due date listed in Section 15.b.. VENDOR will work directly with a Participating Associate Member to fulfil the order according to the parties' agreed-upon Implementation Plan. ED TECH JPA is not responsible to verify payment to vendor.

5. PROGRAM PROMOTION

It is in the interest of both parties that VENDOR will promote and support ED TECH JPA Master Agreements using methods that best suit the VENDOR's business model, organization, and market approach. ED TECH JPA specifically desires VENDOR to generate interest in the MA, and direct its existing clients who are Eligible Entities to use its MA as VENDOR's preferred form of contracting with Eligible Entities.

VENDOR may be asked to participate with ED TECH JPA staff in related trade shows, conferences, and online presentation to promote the MA. ED TECH JPA will promote MAs through the creation of marketing materials, as well as active outreach to its constituents.

ED TECH JPA expects VENDOR's field and internal sales forces will be trained and engaged in use of the MA for the duration of the contract term.VENDOR agrees that all sales will be accurately and timely reported to ED TECH JPA. VENDOR shall provide a single point of contact with the authority and responsibility for the overall success of promotion of the MA.

ED TECH JPA may schedule periodic reviews with VENDOR to evaluate VENDOR's performance of the commitments outlined in this MA, as well as leads, current projects and projected sales.

6. INVOICING FOR SERVICES

VENDOR shall invoice each Participant for Products and Participant shall disburse payment to VENDOR upon receipt of the Board approved, executed Purchase Agreement between Participating Associate Member and VENDOR. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant.

7. PRODUCT ADDITIONS/DELETIONS

VENDOR may add or delete Products introduced or removed from the market by the manufacturer under the following conditions:

A) Deleted Products have been discontinued and are no longer available from the manufacturer;
B) Added Products are either a direct replacement or are substantially equivalent to original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the web design and hosting solution that VENDOR did not have at the time the RFP Proposal was submitted;
C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
D) VENDOR receives an executed Amendment to the Master Agreement;
E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
F) VENDOR receives an executed Amendment to the Purchase Agreement.

8. MINIMUM PRICE GUARANTEE

VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including

all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as ED TECH JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

During the period of delivery under a contract resulting from this RFP, if the price of an item decreases, Ed Tech JPA Participating Associate Members shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the Master Agreement to reflect the decreased pricing. At no time shall the prices charged to Ed Tech JPA Participating Associate Members exceed the prices under which the RFP was awarded. Ed Tech JPA Participating Associate Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

9. EXPENSES.

ED TECH JPA shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in providing Products and Services for ED TECH JPA or Associate Members.

10. COMPLIANCE WITH APPLICABLE LAW

The Products completed herein must meet the approval of the ED TECH JPA and shall be subject to the ED TECH JPA's general right of inspection to secure the satisfactory completion thereof. VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Products, equipment and personnel engaged in Products covered by this MA or accruing out of the performance of such Products. If VENDOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, VENDOR shall bear all costs.

11. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached to the RFP as Appendix E.

12. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this MA.

13. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this MA and agrees to carry insurance as specified in the RFP to ensure VENDOR's ability to adhere to the indemnification requirements under this MA.

14. TRANSACTION REPORTING

VENDOR will comply with all reasonable requests by ED TECH JPA for information regarding VENDOR's transactions with Participants, including transmittal of transaction data in electronic format. VENDOR will report to ED TECH JPA all Services ordered by Participants, in reasonable detail, the reporting period outlined in section 15.B. of this MA. VENDOR acknowledges that ED TECH JPA will track the use of this MA through databases managed by ED TECH JPA. A template Usage Report is attached hereto as Exhibit B.

15. ADMINISTRATIVE FEE

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP and all revenue derived directly from any Participant Agreement, including any Additional Services, or agreement extensions or renewals. Vendors whose gross sales exceed two million dollars ($2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	**Administrative Fee****
$2,000,000.00 - $3,999,999.99	3.5%
$4,000,000.00 and above	3%

*The fiscal year term is July 1 - June 30.

**Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP and all revenue derived directly from any Participant Agreement, including any Additional Services, or agreement extensions or renewals.

***Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall be authorized by Ed Tech JPA's Board of Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be reported and payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611

D. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the Participating Associate Member.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.

G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Master Agreement shall be as follows:
Name: Active Internet Technologies
Attn: John Doornbos
Address: 655 Winding Brook Drive
Email: john.doornbos@finalsite.com
Phone: 360-383-8439

B. The primary Ed Tech JPA contract manager for this Master Agreement shall be as follows:
Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604

MichelleBennett@iusd.org
949-936-5022

C. Should the contract administrator information change, the changing party will provide written notice to the affected party with the updated information no later than ten (10) business days after the change.

17. INDEMNIFICATION

To the extent permitted under applicable law, VENDOR will defend, indemnify and hold harmless ED TECH JPA and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the product infringes or misappropriates the proprietary or intellectual property rights of such third party; (ii) that results from the negligence or intentional misconduct of VENDOR or its employees or agents; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by VENDOR or in any direct communication between VENDOR and any ED TECH JPA Member.

ED TECH JPA. To the extent permitted under applicable law, ED TECH JPA will defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of ED TECH JPA or its employees or agents or (ii) any breach of any of the representations, warranties or covenants contained herein by ED TECH JPA.

18. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

19. SEVERABILITY

In the event that any provision of this MA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this MA will be affected by such holding, and all of the remaining provisions of this MA will continue in full force and effect.

20. DEFAULTS

In the event that VENDOR defaults in its obligations under this MA, and if such default is not cured within 30 days after notice of the default from ED TECH JPA to VENDOR, then ED TECH JPA may pursue any available remedies against VENDOR, including but not limited to termination of this MA.

21. GOVERNING LAW AND VENUE

THIS MA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA FOR

ANY DISPUTE ARISING OUT OF OR RELATING TO THIS MA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

PROVISIONS REQUIRED BY LAW: VENDOR acknowledges that it has conducted and performed the required research to become aware and knowledgeable of all federal, state and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this MA. These provisions of law and any clause required by law that is associated with this transaction will be read and enforced as though it were included herein.

22. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, (d) when emailed to the receiving party at the receiving party's assigned email address with delivery receipt requested, upon electronic confirmation the transmission has been delivered, or (e) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this MA, or at such other addresses as either party may subsequently designate by notice.

23. ASSIGNMENT

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Orders Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An "Affiliate" for purposes of this Section 23 shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

24. COUNTERPARTS

This MA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MA, and the MA shall not be binding on any party until all Parties have signed it.

25. AUTHORIZED SIGNATURE

The individual signing this MA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

26. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 13 through 21, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

27. EXHIBITS

This MA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

28. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in VENDOR's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) any exhibit, schedule, or addendum to this Agreement and (2) the body of this Agreement.

29. ADDITIONAL INSURED ENDORSEMENT LANGUAGE

Any general liability policy provided by VENDOR hereunder shall contain an endorsement which applies its coverage to ED TECH JPA, members of ED TECH JPA's board of trustees, and the officers, agents, employees and volunteers of ED TECH JPA, individually and collectively, as additional insureds.

"ED TECH JPA, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

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

ED TECH JPA

By: Brianne Ford
President of the Board

4/8/21
Date

Active Internet Technologies (dba Finalsite)

DocuSigned by:

By:
Its:

3/26/2021
Date

Updated Product and Service Catalog with Pricing

for

Education Technology Joint Powers Authority

RFP No. 20/21-02
Web Design & Hosting

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Finalsite Core CMS Package Includes:

COMPOSER CMS PLATFORM	
Communications Core Platform for Districts | View a detailed description of what's included in your software package here http://www.finalsite.com/dcc	
PRODUCTS AND MODULES INCLUDED	
Finalsite Composer CMS	Unlimited Published Pages
Live Webinar Training	WYSIWYG Content Editor & Drag-and-Drop Page Designer
Blog, News and Subscriptions with Finalsite Posts	Digital Asset Management & Document Library with Resources
Faculty/Staff Directory & Role	Granular permissions
HTTPS Implementation	LDAP/Google Authentication
Searchable Knowledge Base and Video Access	Tiered Permissions and User Management
Mobile-Friendly, Responsive Layouts	Unlimited Calendars (Incl. Integration)
Drag-and-drop form builder, Forms Manager	Page-Based Notifications (Page Pops)
Website cloud storage (GB based on enrollment)	Bandwidth (GB based on enrollment)
Admins with ticketing rights (1 per school, pooled)	Site Editors (3 per school, pooled)
Page Layouts - Base 4	Basic Support with integrated ticketing
Boards for Finalsite Posts (3 per school, pooled)	Forms Manager (5 per school, pooled)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (1 per school)
Basic Site Search	District Site and School Sites
Data Imports through Finalsite Support (4/year)	Finalsite Payments by BlueSnap

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Fees for Finalsite Solutions and Services

Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Theme	Pre-built Design	One-time	$10,000.00	15.0%	$8,500.00
Finalsite	Theme Plus	Pre-built Design with one panel of customization	One-time fee	$15,000.00	15.0%	$12,750.00
Finalsite	Package 2	Custom design with 4 Panels	One-time	$25,000.00	15.0%	$21,250.00
Finalsite	Package 3	Custom design with 6 Panels	One-time	$50,000.00	15.0%	$42,500.00
Finalsite	Best-in-Class	Custom design with more than 6 Panels	One-time fee	$75,000.00	15.0%	$63,750.00
Finalsite	School Site Design	Additional setup cost per school regardless of design. No charge for the first five schools.	One-time fee per school	$500.00	15.0%	$425.00
Finalsite	BPA Elements	Best Practice Asset Templates	One-time fee	$5000.00	15.0%	$4,250.00
Finalsite	Onsite Services	Additional Training or Consulting Services beyond what is included in Core	Per Day	$2,000.00	15.0%	$1,700.00
Finalsite	Consulting	Creative, Training, or Project Consulting	Per Hour	$150.00	15%	$127.50
Finalsite	Onsite Services	Travel	Per Day	$900.00	0.0%	$900.00
Finalsite	Content Migration	Finalsite migrates content from current website to Composer	Per page for first 100 pgs	$18.00	15.0%	$15.30
Finalsite	Content Migration	Finalsite migrates content from current website to Composer	Per add. Bundle of 100 pgs	$1,000.00	15.0%	$850.00
Finalsite	Virtual Webmaster	Finalsite provides a webmaster to join the district's project team. Minimum 20hrs.	Per hour	$150.00	0.0%	$150.00
Finalsite	Advantage	1 Year Consulting Service	12-month project	$35,000.00	0.0%	$35,000.00
Finalsite	Advantage	Advantage Onsite Consulting	One-time	$2,500.00	0.0%	$2,500.00
Finalsite	Data Integration	LDAP/Finalsite Open/ADFS/SIS	Annual	$5,000.00	5.0%	$4,750.00
Finalsite	Data Integration	Implementation of LDAP/Finalsite Open/ADFS/SIS if not included in original bundled purchase	One-time	$1,500.00	15.0%	$1,275.00
Finalsite	Athletics Data Integration	(such as rSchool Today)	Annual	$2,500.00	15.0%	$2,125.00
Finalsite	Athletics Data Integration	Implementation of Athletics Integration (such as rSchool Today) f not included in original bundled purchase.	One-time	$1,000.00	15.0%	$850.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Roles/Portal	Adding roles such as parent, student, faculty.	Annual	$3,000.00	15.0%	$2,550.00
Finalsite	Roles/Portal	Implementation of Roles/Portal if not included in original bundled purchase.	One-time	$1,000.00	15.0%	$850.00
Finalsite	Composer	Core CMS and Web hosting for districts with 2500 or fewer students	Per Year	$5,300.00	5.0%	$5,035.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 2500 and 5000 students	Per Year	$7,300.00	5.0%	$6,935.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 5000 and 7500 students	Per Year	$9.700.00	5.0%	$9,215.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 7500 and 10000 students	Per Year	$15,000.00	5.0%	$14,250.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 10000 and 12500 students	Per Year	$17,300.00	5.0%	$16,435.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 12500 and 15000 students	Per Year	$19,800.00	5.0%	$18,810.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 15000 and 20000 students	Per Year	$24,200.00	5.0%	$22,990.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 20000 and 25000 students	Per Year	$30,800.00	5.0%	$29,260.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 25000 and 30000 students	Per Year	$35,200.00	5.0%	$33,440.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 30000 and 35000 students	Per Year	$37,200.00	5.0%	$35,340.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 35000 and 40000 students	Per Year	$39,600.00	5.0%	$37,620.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 40000 and 45000 students	Per Year	$44,200.00	5.0%	$41,990.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 45000 and 50000 students	Per Year	$48,400.00	5.0%	$45,980.00
Finalsite	Composer	Core CMS and Web hosting for districts with enrollment over 50,000 students	Per Year	Add $4,000 for each 2500 students	5.0%	$3,800.00
Finalsite	Composer	Domain Clone (No design changes; straight clone).	One-time	$1,500.00	15.0%	$1,275.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Posts for Teacher Pages	Posts for Teacher Pages	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Feeds	1 source/school. Updates every 4 hours. Includes moderation console.	Per Year for each Feed Source	$150	5.0%	$142.50
Finalsite	Forms Manager	Forms Manager	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Forms Plus	Forms Plus	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Advanced Search	Upgrade from Basic	Per Year	$500.00	5.0%	$475.00
Finalsite	Advanced Search	Setup fee when not originally bundled.	One time	$1000.00	15.0%	$850.00
Finalsite	Athletics Manager	See Product & Service Guide	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Athletics Manager	Setup fee when not originally bundled	One time	$1,000.00	15.0%	$850.00
Finalsite	Online Store	See Product & Service Guide	Per Year	$3,500.00	5.0%	$3,325.00
Finalsite	Online Store	Setup fee when not originally bundled	One time	$1,000.00	15.0%	$850.00
Finalsite	Supplemental Modules	Additional functionality beyond those listed	Per Year	$750.00	5.0%	$712.50
Finalsite	Publications	Unlimited	Per Year	$9,000.00	5.0%	$8,550.00
Finalsite	Publications	Setup fee when not originally bundled	One-time	$1,500.00	15.0%	$1,275.00
Finalsite	Messages Starter (7500/mth)	See Product & Service Guide	Per Year	$1000.00	5.0%	$570.00
Finalsite	Messages Starter (7500/mth)	Setup fee when not originally bundled	One time	$1000.00	15.0%	$850.00
Finalsite	Messages (10,000/mth)	Each additional bundle of 10,000/mth	Per Year	$500.00	5.0%	$950.00
Finalsite	Messages XR	Broadcast Messaging via Voice, SMS, and Email.	Per Student per year	$2.30	5.0%	$2.19
Finalsite	Mobile App	Native Mobile App (Enrollment under 20,000 students)	Per Year	$4,000.00	5.0%	$3,800.00
Finalsite	Mobile App	Native Mobile App (Enrollment over 20,000 students)	Per Year	$8,000.00	5.0%	$7,650.00
Finalsite	Mobile App	Setup fee when not originally bundled	One time	$1,500.00	15.0%	$1,275.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Standard Support	See Product & Service Guide	Per Year	$1,100.00	5.0%	$1,045.00
Finalsite	Priority Support	See Product & Service Guide	Per Year	$3,600.00	5.0%	$3,420.00
Finalsite	Premium Support	See Product & Service Guide	Per Year	$5,400.00	5.0%	$5,130.00
AudioEye	Managed	Accessibility Governance for districts with up to 2500 students (assumes 5 yr term).	Per Year	$5,400.00	0.0%	$5,400.00
AudioEye	Managed	Accessibility Governance for districts with between 2500 and 5000 students (assumes 5 yr term).	Per Year	$5,700.00	0.0%	$5,700.00
AudioEye	Managed	Accessibility Governance for districts with between 5000 and 7500 students (assumes 5 yr term).	Per Year	$10,600.00	0.0%	$10,600.00
AudioEye	Managed	Accessibility Governance for districts with between 7500 and 10,000 students (assumes 5 yr term).	Per Year	$11,500.00	0.0%	$11,500.00
AudioEye	Managed	Accessibility Governance for districts with between 10,000 and 15,000 students (assumes 5 yr term).	Per Year	$16,200.00	0.0%	$16,200.00
AudioEye	Managed	Accessibility Governance for districts with between 15,000 and 20,000 students (assumes 5 yr term).	Per Year	$18.700.00	0.0%	$18.700.00
AudioEye	Managed	Accessibility Governance for districts with between 20,000 and 25,000 students (assumes 5 yr term).	Per Year	$23,300.00	0.0%	$23,300.00
AudioEye	Managed	Accessibility Governance for districts with over 25,000 students (assumes 5 yr term).	Per Year	$38,900.00	0.0%	$38,900.00
AudioEye	Managed	Accessibility Governance for a non-Finalsite customer with enrollment under 5000 students.	Per Year	$15,000.00	0.0%	$15,000.00
Weglot	Pro	up to 200,000 words translated and 5 languages.	Per Year	$750.00	0.0%	$750.00
Weglot	Exclusive	up to 500,000 words translated and unlimited languages	Per Year	$2,500.00	0.0%	$2,500.00
Weglot	Advanced 1M	up to 1,000,000 words translated and unlimited languages	Per Year	$4,800.00	0.0%	$4,800.00
Weglot	Advanced 2M	up to 2,000,000 words translated and unlimited languages	Per Year	$5,800.00	0.0%	$5,800.00

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Fees for Web Community Manager

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	WCM	Community Engagement Suite Basic Ally: Web Community Manager, Mobile Communication App (BASIC), Mass Notification and Ally for Web Community Manager	Annual Fees	$6.25 * $8,500 min	Student
Blackboard	WCM	Community Engagement Suite Integ Ally: Web Community Manager, Mobile Communication App (Integrated), Mass Notification and Ally for Web Community Manager	Annual Fees	$7.25 * $10,000 min	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 0-2000	Annual Fees		Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 2001-4000	Annual Fees	$1.35*	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 4001-8000	Annual Fees	$1.25*	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 8001-25000	Annual Fees	$0.90*	Student
Blackboard	WCM	Blackboard Web Community Manager Essential	Annual Fees	$1,250.00	Site
Blackboard	WCM	Support: Premium+ Support Plan	One-Time Fees	$160.00	Site
Blackboard	WCM	Dashboard Activity Stream w/ Student Data	One-Time Fees	$0.80	Student
Blackboard	WCM	Roll Over App	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Campaign App	Annual Fees	$1,200.00	Project
Blackboard	WCM	Multimedia Collage App	Annual Fees	$1,200.00	Project
Blackboard	WCM	Premium Video App	Annual Fees	$200.00	Site
Blackboard	WCM	Additional 10GB Storage for Premium Video App	One-Time Fees	$50.00	10GB
Blackboard	WCM	Activation: Add-on Site	One-Time Fees	$50.00	Site
Blackboard	WCM	Activation: SAML (ADFS)	One-Time Fees	$480.00	Account

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Fees for Web Community Manager continued

Blackboard	WCM	Activation: Web Community Manager Essential	One-Time Fees	$100.00	Site
Blackboard	WCM	Implementation: Secure LDAP	One-Time Fees	$0.00	Account
Blackboard	WCM	Implementation: Secure LDAP (Multi-Domain)	One-Time Fees	$800.00	Account
Blackboard	WCM	Implementation: Secure LDAP for Advantage only	Per Year	$480.00	Account
Blackboard	WCM	Implementation: Standard LDAP	Per Year	$320.00	Account
Blackboard	WCM	MyWay Template Library- (For Renewals Only)	Annual Fee	$1,800.00	Project
Blackboard	WCM	Creative:Template Configuration Service	One Time Fees	$600.00	Project
Blackboard	WCM	Creative: MyWay Premium Template Library	Annual Fees	$2,000.00	Project
Blackboard	WCM	Creative: MyWay Ultra Template Library	Annual Fees	$4,000.00	Project
Blackboard	WCM	Creative: MyWay Premium Single Template	One-Time Fees	$4,000.00	Project
Blackboard	WCM	Creative: MyWay Ultra Single Template	One Time Fee	$8,000.00	Project
Blackboard	WCM	Creative: Sapphire Custom Template (Responsive)	One-Time Fees	$15,600.00	Project
Blackboard	WCM	Creative: Diamond Custom Template (Responsive)	One-Time Fees	$18,800.00	Project
Blackboard	WCM	Creative:Template Regulatory Maintenance (Custom Templates)	Annual Fees	$800.00	Project
Blackboard	WCM	Creative: Template Development – Interactive Element	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Creative: Custom Web Design	One-Time Fees	$120.00	Hour
Blackboard	WCM	Creative: Logo Creation (Graphic Design)	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Training: WCM Site Administrator Online Training x 2	One-Time Fees	$640.00	Session
Blackboard	WCM	Training: WCM Section Workspace Online Training	One-Time Fees	$320.00	Session
Blackboard	WCM	Training: Online Training: Web Community Manager (Basic/Intermediate)	One-Time Fees	$320.00	Session

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Fees for Web Community Manager continued

Blackboard	WCM	Training: Online Training: Web Community Manager (Advanced/Custom)	One-Time Fees	$400.00	Session
Blackboard	WCM	Training: Advanced Styler Online Session	One-Time Fees	$800.00	Session
Blackboard	WCM	Training: Content Migration (500 pages)	One-Time Fees	$4,000.00	Project
Blackboard	WCM	Training: Online Session	One-Time Fees	$320.00	Session
Blackboard	WCM	Training: On-Site Session (plus Travel)	One-Time Fees	$1,760.00	Session
Blackboard	WCM	Training: Onsite Travel Expenses (1-3 days)	One-Time Fees	$1,300.00	Project
Blackboard	WCM	Training: Onsite Travel Expenses (4-5 days)	One-Time Fees	$1,700.00	Project
Blackboard	WCM	Training: Onsite Travel Expenses (Expedited)	One-Time Fees	$500.00	Project
Blackboard	WCM	Training: Power Workshop	One-Time Fees	$400.00	Session
Blackboard	WCM	Training: User Group Workshop Seat	One-Time Fees	$80.00	Seat
Blackboard	WCM	Training: Video-Conferencing (full-day session)	One-Time Fees	$1,200.00	Session
Blackboard	WCM	Training: Video-Conferencing (half-day session)	One-Time Fees	$640.00	Session
Blackboard	WCM	Centricity: Site Administrator Video Training	One-Time Fees	$56.00	Site
Blackboard	WCM	Training: Section Editor Video Training	One-Time Fees	$56.00	Site
Blackboard	WCM	Consulting: Custom Consultation (general)	One-Time Fees	custom	Project
Blackboard	WCM	Consulting: Custom Consultation (onsite)	One-Time Fees	custom	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Blackboard Site 1-day)	One-Time Fees	$960.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Blackboard Site: 3-day)	One-Time Fees	$2,880.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 1-day) (plus Travel)	One-Time Fees	$1,760.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 2-day) (plus travel)	One-Time Fees	$3,520.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 3-day) (plus travel)	One-Time Fees	$4,320.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Virtual)	One-Time Fees	$600.00	Site
Blackboard	WCM	Services: Custom Development Maintenance	Annual	custom	Project
Blackboard	WCM	Services: Custom Development (Custom Apps)	One-Time	custom	Project

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Fees for Blackboard Mobile App

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mobile App	Blackboard Mobile Communications App	Annual Fees	$ 0.50 *	Student
Blackboard	Mobile App	Blackboard Mobile Communications App Integrated	Annual Fees	$1.50 *	Student
Blackboard	Mobile App	Blackboard MCA App Store Maintenance Fee (Required)	Annual Fees	$200.00	Account
Blackboard	Mobile App	Implementation: Mobile Communications App (basic)	One-Time Fees	$1,300.00	Project
Blackboard	Mobile App	Mobile Communications App: Online Training	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Launch Video - Branded	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Premium Launch Materials	One-Time Fees	$400.00	Account
Blackboard	Mobile App	Mobile Communications App Launch Service (Basic)	One-Time Fees	$1,200.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Basic Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App -Premier Implementation	One-Time Fees	$5,100.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Premier Annual Maintenance	Annual	$1,800.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

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Fees for Blackboard Mobile App

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mobile App	Blackboard Mobile Communications App	Annual Fees	$ 0.50 *	Student
Blackboard	Mobile App	Blackboard Mobile Communications App Integrated	Annual Fees	$1.50 *	Student
Blackboard	Mobile App	Blackboard MCA App Store Maintenance Fee (Required)	Annual Fees	$200.00	Account
Blackboard	Mobile App	Implementation: Mobile Communications App (basic)	One-Time Fees	$1,300.00	Project
Blackboard	Mobile App	Mobile Communications App: Online Training	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Launch Video - Branded	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Premium Launch Materials	One-Time Fees	$400.00	Account
Blackboard	Mobile App	Mobile Communications App Launch Service (Basic)	One-Time Fees	$1,200.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Basic Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App -Premier Implementation	One-Time Fees	$5,100.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Premier Annual Maintenance	Annual	$1,800.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

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Fees for Reach

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Reach	Annual	Annual Fees	$1.00	Student
Blackboard	Reach	Standard service	One-Time Fees	$2,000.00	Project
Blackboard	Reach	Premier Service	One-Time Fees	$4,500.00	Project
Blackboard	Reach	Maintenance Service: ICM for K12 Reach Integrated Premium Service (Annual Fee)	Annual Fees	$1,350.00	Project

Fees for Mass Notification

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mass Notification	Blackboard Mass Notifications	Annual Fees	$1.40 *	Student
Blackboard	Mass Notification	Blackboard Connect 5	Annual Fees	$1.40 *	Student
Blackboard	Mass Notification	Blackboard Digital Mass Notifications	Annual Fees	$0.85 *	Student
Blackboard	Mass Notification	Blackboard Teacher Communications	Annual Fees	$1.10 *	Student
Blackboard	Mass Notification	Blackboard Teacher Messaging (no longer selling as of August 1st,) Renewals Only	Annual Fees	$0.23	Student
Blackboard	Mass Notification	Implementation: Blackboard Connect 5	One-Time Fees	$1,300.00	Project
Blackboard	Mass Notification	Connect Care (For Renewals Only)	Annual Fees	$500.00	Project
Blackboard	Mass Notification	Connect Basic (For Renewal Only)	Annual Fees	$1.50	Student
Blackboard	Mass Notification	Implementation: Blackboard Teacher Communications - Stand Alone	One-Time Fees	$1,600.00	Project
Blackboard	Mass Notification	Implementation: Digital Mass Notifications	One-Time Fees	$1,200.00	Project
Blackboard	Mass Notification	Implementation: Mass Notifications	One-Time Fees	$1,300.00	Project

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Fees for Mass Notification Continued

Blackboard	Mass Notification	Mass Notifications: Online Training (Basic/Intermediate)	One-Time Fees	$320.00	Session
Blackboard	Mass Notification	Mass Notifications: Online Training (Advanced/Custom)	One-Time Fees	$400.00	Session
Blackboard	Mass Notification	Mass Notifications: Onsite Training (plus Travel)	One-Time Fees	$1,760.00	Day
Blackboard	Mass Notification	SMS plus for Mass Notifications	Annual Fees	$0.43	Student
Blackboard	Mass Notification	SMS plus for Mass Notifications (Fro Renewals Only)	Annual Fees	$0.15	Student
Blackboard	Mass Notification	SMS plus for Connect (For Renewals Only)	Annual Fees	$0.15	Student
Blackboard	Mass Notification	Mass Notification Premier Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mass Notification	Mass Notification Premier Implementation Annual Maintenance	Annual Fees	$1,350.00	Project
Blackboard	Mass Notification	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mass Notification	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

Fees for Teaching and Learning Management

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Teaching and Learning Management	Personalized Learning Solution (Learn LMS SaaS Plus, Mobile Learn, Open Content and Collaborate)	Annual Fees	$12.00	User
Blackboard	Teaching and Learning Management	Implementation: Personalized Learning Services	One-Time Fees	$13,680.00	Project

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AMENDMENT TO ED TECH JPA MASTER AGREEMENT:
RFP No. 20/21-02 Web Design & Hosting

This AMENDMENT TO ED TECH JPA MASTER AGREEMENT: RFP NO. 20/21-02 Web Design & Hosting ("Amendment") by and between Active Internet Technologies, LLC dba Finalsite ("Finalsite", or "Provider") and Education Technology Joint Powers Authority ("Ed Tech JPA"), is entered into as of September 15, 2022 (the "Effective Date"), with reference to the facts set forth below. Provider and Ed Tech JPA agree to amend the terms and conditions of the Ed Tech JPA Master Agreement: RFP No. 20/21-02 Web Design & Hosting ("Agreement"), upon and subject to the terms and conditions of this Amendment, notwithstanding anything to the contrary in the Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS

a. Whereas, on March 25, 2021, Provider and Ed Tech JPA entered into an agreement pursuant to which Provider would provide its web design & hosting and related products and services to Ed Tech JPA members ("Agreement"); and
b. Whereas, on March 25, 2021 Blackboard Inc ("Blackboard") was awarded for RFP No. 20/21-02 Web Design & Hosting and have yet to finalize an agreement; and
c. Whereas, on September 15, 2022, Finalsite purchased Blackboard's community engagement business, including certain Blackboard products and related technology ("Additional Solution"), the pricing for which shall be attached hereto as Exhibit A. The parties agree that the Additional Solution is substantially equivalent to Provider's originally proposed Solution; and
d. Whereas, Provider and Ed Tech JPA have mutually agreed to amend the Agreement as set forth in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Provider and Ed Tech JPA hereby agree as follows:

1. From and after the Effective Date, the Additional Solution is available as part of Provider's suite of service offerings that comprises the Solution under the Agreement.
2. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Agreement, this Amendment shall control.
3. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, Provider and Ed Tech JPA have executed this Amendment to Ed Tech JPA Master Agreement: RFP No. 20/21-02 Web Design & Hosting as of the Effective Date.

<<Signature Page Follows>>

Active Internet Technologies, LLC

DocuSigned by:
Jim Calabrese
59DAB97691BB4E7...

By: Jim Calabrese
Title: Chief Financial Officer
Date: 10/21

Education Technology Joint Powers Authority

By: Brianne Ford
Title: President
Date: 10/24/22

EXHIBIT A

FINALSITE

Updated Product and Service Catalog with Pricing

for

Education Technology Joint Powers Authority

RFP No. 20/21-02
Web Design & Hosting

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Finalsite Core CMS Package Includes:

COMPOSER CMS PLATFORM	
Communications Core Platform for Districts | View a detailed description of what's included in your software package here http://www.finalsite.com/dcc	
PRODUCTS AND MODULES INCLUDED	
Finalsite Composer CMS	Unlimited Published Pages
Live Webinar Training	WYSIWYG Content Editor & Drag-and-Drop Page Designer
Blog, News and Subscriptions with Finalsite Posts	Digital Asset Management & Document Library with Resources
Faculty/Staff Directory & Role	Granular permissions
HTTPS Implementation	LDAP/Google Authentication
Searchable Knowledge Base and Video Access	Tiered Permissions and User Management
Mobile-Friendly, Responsive Layouts	Unlimited Calendars (Incl. Integration)
Drag-and-drop form builder, Forms Manager	Page-Based Notifications (Page Pops)
Website cloud storage (GB based on enrollment)	Bandwidth (GB based on enrollment)
Admins with ticketing rights (1 per school, pooled)	Site Editors (3 per school, pooled)
Page Layouts - Base 4	Basic Support with integrated ticketing
Boards for Finalsite Posts (3 per school, pooled)	Forms Manager (5 per school, pooled)
FERPA-compliant Hosting, Security and Integrated CDN	Social Media Feeds (1 per school)
Basic Site Search	District Site and School Sites
Data Imports through Finalsite Support (4/year)	Finalsite Payments by BlueSnap

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Fees for Finalsite Solutions and Services

Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Theme	Pre-built Design	One-time	$10,000.00	15.0%	$8,500.00
Finalsite	Theme Plus	Pre-built Design with one panel of customization	One-time fee	$15,000.00	15.0%	$12,750.00
Finalsite	Package 2	Custom design with 4 Panels	One-time	$25,000.00	15.0%	$21,250.00
Finalsite	Package 3	Custom design with 6 Panels	One-time	$50,000.00	15.0%	$42,500.00
Finalsite	Best-in-Class	Custom design with more than 6 Panels	One-time fee	$75,000.00	15.0%	$63,750.00
Finalsite	School Site Design	Additional setup cost per school regardless of design. No charge for the first five schools.	One-time fee per school	$500.00	15.0%	$425.00
Finalsite	BPA Elements	Best Practice Asset Templates	One-time fee	$5000.00	15.0%	$4,250.00
Finalsite	Onsite Services	Additional Training or Consulting Services beyond what is included in Core	Per Day	$2,000.00	15.0%	$1,700.00
Finalsite	Consulting	Creative, Training, or Project Consulting	Per Hour	$150.00	15%	$127.50
Finalsite	Onsite Services	Travel	Per Day	$900.00	0.0%	$900.00
Finalsite	Content Migration	Finalsite migrates content from current website to Composer	Per page for first 100 pgs	$18.00	15.0%	$15.30
Finalsite	Content Migration	Finalsite migrates content from current website to Composer	Per add. Bundle of 100 pgs	$1,000.00	15.0%	$850.00
Finalsite	Virtual Webmaster	Finalsite provides a webmaster to join the district's project team. Minimum 20hrs.	Per hour	$150.00	0.0%	$150.00
Finalsite	Advantage	1 Year Consulting Service	12-month project	$35,000.00	0.0%	$35,000.00
Finalsite	Advantage	Advantage Onsite Consulting	One-time	$2,500.00	0.0%	$2,500.00
Finalsite	Data Integration	LDAP/Finalsite Open/ADFS/SIS	Annual	$5,000.00	5.0%	$4,750.00
Finalsite	Data Integration	Implementation of LDAP/Finalsite Open/ADFS/SIS if not included in original bundled purchase	One-time	$1,500.00	15.0%	$1,275.00
Finalsite	Athletics Data Integration	(such as rSchool Today)	Annual	$2,500.00	15.0%	$2,125.00
Finalsite	Athletics Data Integration	Implementation of Athletics Integration (such as rSchool Today) f not included in original bundled purchase.	One-time	$1,000.00	15.0%	$850.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Roles/Portal	Adding roles such as parent, student, faculty.	Annual	$3,000.00	15.0%	$2,550.00
Finalsite	Roles/Portal	Implementation of Roles/Portal if not included in original bundled purchase.	One-time	$1,000.00	15.0%	$850.00
Finalsite	Composer	Core CMS and Web hosting for districts with 2500 or fewer students	Per Year	$5,300.00	5.0%	$5,035.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 2500 and 5000 students	Per Year	$7,300.00	5.0%	$6,935.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 5000 and 7500 students	Per Year	$9.700.00	5.0%	$9,215.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 7500 and 10000 students	Per Year	$15,000.00	5.0%	$14,250.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 10000 and 12500 students	Per Year	$17,300.00	5.0%	$16,435.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 12500 and 15000 students	Per Year	$19,800.00	5.0%	$18,810.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 15000 and 20000 students	Per Year	$24,200.00	5.0%	$22,990.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 20000 and 25000 students	Per Year	$30,800.00	5.0%	$29,260.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 25000 and 30000 students	Per Year	$35,200.00	5.0%	$33,440.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 30000 and 35000 students	Per Year	$37,200.00	5.0%	$35,340.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 35000 and 40000 students	Per Year	$39,600.00	5.0%	$37,620.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 40000 and 45000 students	Per Year	$44,200.00	5.0%	$41,990.00
Finalsite	Composer	Core CMS and Web hosting for districts with between 45000 and 50000 students	Per Year	$48,400.00	5.0%	$45,980.00
Finalsite	Composer	Core CMS and Web hosting for districts with enrollment over 50,000 students	Per Year	Add $4,000 for each 2500 students	5.0%	$3,800.00
Finalsite	Composer	Domain Clone (No design changes; straight clone).	One-time	$1,500.00	15.0%	$1,275.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Posts for Teacher Pages	Posts for Teacher Pages	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Feeds	1 source/school. Updates every 4 hours. Includes moderation console.	Per Year for each Feed Source	$150	5.0%	$142.50
Finalsite	Forms Manager	Forms Manager	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Forms Plus	Forms Plus	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Advanced Search	Upgrade from Basic	Per Year	$500.00	5.0%	$475.00
Finalsite	Advanced Search	Setup fee when not originally bundled.	One time	$1000.00	15.0%	$850.00
Finalsite	Athletics Manager	See Product & Service Guide	Per Year	$1,000.00	5.0%	$950.00
Finalsite	Athletics Manager	Setup fee when not originally bundled	One time	$1,000.00	15.0%	$850.00
Finalsite	Online Store	See Product & Service Guide	Per Year	$3,500.00	5.0%	$3,325.00
Finalsite	Online Store	Setup fee when not originally bundled	One time	$1,000.00	15.0%	$850.00
Finalsite	Supplemental Modules	Additional functionality beyond those listed	Per Year	$750.00	5.0%	$712.50
Finalsite	Publications	Unlimited	Per Year	$9,000.00	5.0%	$8,550.00
Finalsite	Publications	Setup fee when not originally bundled	One-time	$1,500.00	15.0%	$1,275.00
Finalsite	Messages Starter (7500/mth)	See Product & Service Guide	Per Year	$1000.00	5.0%	$570.00
Finalsite	Messages Starter (7500/mth)	Setup fee when not originally bundled	One time	$1000.00	15.0%	$850.00
Finalsite	Messages (10,000/mth)	Each additional bundle of 10,000/mth	Per Year	$500.00	5.0%	$950.00
Finalsite	Messages XR	Broadcast Messaging via Voice, SMS, and Email.	Per Student per year	$2.30	5.0%	$2.19
Finalsite	Mobile App	Native Mobile App (Enrollment under 20,000 students)	Per Year	$4,000.00	5.0%	$3,800.00
Finalsite	Mobile App	Native Mobile App (Enrollment over 20,000 students)	Per Year	$8,000.00	5.0%	$7,650.00
Finalsite	Mobile App	Setup fee when not originally bundled	One time	$1,500.00	15.0%	$1,275.00

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Provider	Product	Description	One-time or Recurring	MSRP PRICE	DISCOUNT	PRICE (with Discount)
Finalsite	Standard Support	See Product & Service Guide	Per Year	$1,100.00	5.0%	$1,045.00
Finalsite	Priority Support	See Product & Service Guide	Per Year	$3,600.00	5.0%	$3,420.00
Finalsite	Premium Support	See Product & Service Guide	Per Year	$5,400.00	5.0%	$5,130.00
AudioEye	Managed	Accessibility Governance for districts with up to 2500 students (assumes 5 yr term).	Per Year	$5,400.00	0.0%	$5,400.00
AudioEye	Managed	Accessibility Governance for districts with between 2500 and 5000 students (assumes 5 yr term).	Per Year	$5,700.00	0.0%	$5,700.00
AudioEye	Managed	Accessibility Governance for districts with between 5000 and 7500 students (assumes 5 yr term).	Per Year	$10,600.00	0.0%	$10,600.00
AudioEye	Managed	Accessibility Governance for districts with between 7500 and 10,000 students (assumes 5 yr term).	Per Year	$11,500.00	0.0%	$11,500.00
AudioEye	Managed	Accessibility Governance for districts with between 10,000 and 15,000 students (assumes 5 yr term).	Per Year	$16,200.00	0.0%	$16,200.00
AudioEye	Managed	Accessibility Governance for districts with between 15,000 and 20,000 students (assumes 5 yr term).	Per Year	$18.700.00	0.0%	$18.700.00
AudioEye	Managed	Accessibility Governance for districts with between 20,000 and 25,000 students (assumes 5 yr term).	Per Year	$23,300.00	0.0%	$23,300.00
AudioEye	Managed	Accessibility Governance for districts with over 25,000 students (assumes 5 yr term).	Per Year	$38,900.00	0.0%	$38,900.00
AudioEye	Managed	Accessibility Governance for a non-Finalsite customer with enrollment under 5000 students.	Per Year	$15,000.00	0.0%	$15,000.00
Weglot	Pro	up to 200,000 words translated and 5 languages.	Per Year	$750.00	0.0%	$750.00
Weglot	Exclusive	up to 500,000 words translated and unlimited languages	Per Year	$2,500.00	0.0%	$2,500.00
Weglot	Advanced 1M	up to 1,000,000 words translated and unlimited languages	Per Year	$4,800.00	0.0%	$4,800.00
Weglot	Advanced 2M	up to 2,000,000 words translated and unlimited languages	Per Year	$5,800.00	0.0%	$5,800.00

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Fees for Web Community Manager

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	WCM	Community Engagement Suite Basic Ally: Web Community Manager, Mobile Communication App (BASIC), Mass Notification and Ally for Web Community Manager	Annual Fees	$6.25 * $8,500 min	Student
Blackboard	WCM	Community Engagement Suite Integ Ally: Web Community Manager, Mobile Communication App (Integrated), Mass Notification and Ally for Web Community Manager	Annual Fees	$7.25 * $10,000 min	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 0-2000	Annual Fees		Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 2001-4000	Annual Fees	$1.35*	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 4001-8000	Annual Fees	$1.25*	Student
Blackboard	WCM	Blackboard Ally for Web Community Manager 8001-25000	Annual Fees	$0.90*	Student
Blackboard	WCM	Blackboard Web Community Manager Essential	Annual Fees	$1,250.00	Site
Blackboard	WCM	Support: Premium+ Support Plan	One-Time Fees	$160.00	Site
Blackboard	WCM	Dashboard Activity Stream w/ Student Data	One-Time Fees	$0.80	Student
Blackboard	WCM	Roll Over App	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Campaign App	Annual Fees	$1,200.00	Project
Blackboard	WCM	Multimedia Collage App	Annual Fees	$1,200.00	Project
Blackboard	WCM	Premium Video App	Annual Fees	$200.00	Site
Blackboard	WCM	Additional 10GB Storage for Premium Video App	One-Time Fees	$50.00	10GB
Blackboard	WCM	Activation: Add-on Site	One-Time Fees	$50.00	Site
Blackboard	WCM	Activation: SAML (ADFS)	One-Time Fees	$480.00	Account

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Fees for Web Community Manager continued

Blackboard	WCM	Activation: Web Community Manager Essential	One-Time Fees	$100.00	Site
Blackboard	WCM	Implementation: Secure LDAP	One-Time Fees	$0.00	Account
Blackboard	WCM	Implementation: Secure LDAP (Multi-Domain)	One-Time Fees	$800.00	Account
Blackboard	WCM	Implementation: Secure LDAP for Advantage only	Per Year	$480.00	Account
Blackboard	WCM	Implementation: Standard LDAP	Per Year	$320.00	Account
Blackboard	WCM	MyWay Template Library- (For Renewals Only)	Annual Fee	$1,800.00	Project
Blackboard	WCM	Creative:Template Configuration Service	One Time Fees	$600.00	Project
Blackboard	WCM	Creative: MyWay Premium Template Library	Annual Fees	$2,000.00	Project
Blackboard	WCM	Creative: MyWay Ultra Template Library	Annual Fees	$4,000.00	Project
Blackboard	WCM	Creative: MyWay Premium Single Template	One-Time Fees	$4,000.00	Project
Blackboard	WCM	Creative: MyWay Ultra Single Template	One Time Fee	$8,000.00	Project
Blackboard	WCM	Creative: Sapphire Custom Template (Responsive)	One-Time Fees	$15,600.00	Project
Blackboard	WCM	Creative: Diamond Custom Template (Responsive)	One-Time Fees	$18,800.00	Project
Blackboard	WCM	Creative:Template Regulatory Maintenance (Custom Templates)	Annual Fees	$800.00	Project
Blackboard	WCM	Creative: Template Development – Interactive Element	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Creative: Custom Web Design	One-Time Fees	$120.00	Hour
Blackboard	WCM	Creative: Logo Creation (Graphic Design)	One-Time Fees	$1,200.00	Project
Blackboard	WCM	Training: WCM Site Administrator Online Training x 2	One-Time Fees	$640.00	Session
Blackboard	WCM	Training: WCM Section Workspace Online Training	One-Time Fees	$320.00	Session
Blackboard	WCM	Training: Online Training: Web Community Manager (Basic/Intermediate)	One-Time Fees	$320.00	Session

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Fees for Web Community Manager continued

Blackboard	WCM	Training: Online Training: Web Community Manager (Advanced/Custom)	One-Time Fees	$400.00	Session
Blackboard	WCM	Training: Advanced Styler Online Session	One-Time Fees	$800.00	Session
Blackboard	WCM	Training: Content Migration (500 pages)	One-Time Fees	$4,000.00	Project
Blackboard	WCM	Training: Online Session	One-Time Fees	$320.00	Session
Blackboard	WCM	Training: On-Site Session (plus Travel)	One-Time Fees	$1,760.00	Session
Blackboard	WCM	Training: Onsite Travel Expenses (1-3 days)	One-Time Fees	$1,300.00	Project
Blackboard	WCM	Training: Onsite Travel Expenses (4-5 days)	One-Time Fees	$1,700.00	Project
Blackboard	WCM	Training: Onsite Travel Expenses (Expedited)	One-Time Fees	$500.00	Project
Blackboard	WCM	Training: Power Workshop	One-Time Fees	$400.00	Session
Blackboard	WCM	Training: User Group Workshop Seat	One-Time Fees	$80.00	Seat
Blackboard	WCM	Training: Video-Conferencing (full-day session)	One-Time Fees	$1,200.00	Session
Blackboard	WCM	Training: Video-Conferencing (half-day session)	One-Time Fees	$640.00	Session
Blackboard	WCM	Centricity: Site Administrator Video Training	One-Time Fees	$56.00	Site
Blackboard	WCM	Training: Section Editor Video Training	One-Time Fees	$56.00	Site
Blackboard	WCM	Consulting: Custom Consultation (general)	One-Time Fees	custom	Project
Blackboard	WCM	Consulting: Custom Consultation (onsite)	One-Time Fees	custom	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Blackboard Site 1-day)	One-Time Fees	$960.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Blackboard Site: 3-day)	One-Time Fees	$2,880.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 1-day) (plus Travel)	One-Time Fees	$1,760.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 2-day) (plus travel)	One-Time Fees	$3,520.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Client Site: 3-day) (plus travel)	One-Time Fees	$4,320.00	Project
Blackboard	WCM	Consulting: Web Community Manager Site Launch (Virtual)	One-Time Fees	$600.00	Site
Blackboard	WCM	Services: Custom Development Maintenance	Annual	custom	Project
Blackboard	WCM	Services: Custom Development (Custom Apps)	One-Time	custom	Project

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Fees for Blackboard Mobile App

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mobile App	Blackboard Mobile Communications App	Annual Fees	$ 0.50 *	Student
Blackboard	Mobile App	Blackboard Mobile Communications App Integrated	Annual Fees	$1.50 *	Student
Blackboard	Mobile App	Blackboard MCA App Store Maintenance Fee (Required)	Annual Fees	$200.00	Account
Blackboard	Mobile App	Implementation: Mobile Communications App (basic)	One-Time Fees	$1,300.00	Project
Blackboard	Mobile App	Mobile Communications App: Online Training	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Launch Video - Branded	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Premium Launch Materials	One-Time Fees	$400.00	Account
Blackboard	Mobile App	Mobile Communications App Launch Service (Basic)	One-Time Fees	$1,200.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Basic Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App -Premier Implementation	One-Time Fees	$5,100.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Premier Annual Maintenance	Annual	$1,800.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

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Fees for Blackboard Mobile App

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mobile App	Blackboard Mobile Communications App	Annual Fees	$ 0.50 *	Student
Blackboard	Mobile App	Blackboard Mobile Communications App Integrated	Annual Fees	$1.50 *	Student
Blackboard	Mobile App	Blackboard MCA App Store Maintenance Fee (Required)	Annual Fees	$200.00	Account
Blackboard	Mobile App	Implementation: Mobile Communications App (basic)	One-Time Fees	$1,300.00	Project
Blackboard	Mobile App	Mobile Communications App: Online Training	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Launch Video - Branded	One-Time Fees	$320.00	Session
Blackboard	Mobile App	MCA Premium Launch Materials	One-Time Fees	$400.00	Account
Blackboard	Mobile App	Mobile Communications App Launch Service (Basic)	One-Time Fees	$1,200.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Basic Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App -Premier Implementation	One-Time Fees	$5,100.00	Project
Blackboard	Mobile App	Integrated Mobile Communications App - Premier Annual Maintenance	Annual	$1,800.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mobile App	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

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Fees for Reach

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Reach	Annual	Annual Fees	$1.00	Student
Blackboard	Reach	Standard service	One-Time Fees	$2,000.00	Project
Blackboard	Reach	Premier Service	One-Time Fees	$4,500.00	Project
Blackboard	Reach	Maintenance Service: ICM for K12 Reach Integrated Premium Service (Annual Fee)	Annual Fees	$1,350.00	Project

Fees for Mass Notification

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Mass Notification	Blackboard Mass Notifications	Annual Fees	$1.40 *	Student
Blackboard	Mass Notification	Blackboard Connect 5	Annual Fees	$1.40 *	Student
Blackboard	Mass Notification	Blackboard Digital Mass Notifications	Annual Fees	$0.85 *	Student
Blackboard	Mass Notification	Blackboard Teacher Communications	Annual Fees	$1.10 *	Student
Blackboard	Mass Notification	Blackboard Teacher Messaging (no longer selling as of August 1st,) Renewals Only	Annual Fees	$0.23	Student
Blackboard	Mass Notification	Implementation: Blackboard Connect 5	One-Time Fees	$1,300.00	Project
Blackboard	Mass Notification	Connect Care (For Renewals Only)	Annual Fees	$500.00	Project
Blackboard	Mass Notification	Connect Basic (For Renewal Only)	Annual Fees	$1.50	Student
Blackboard	Mass Notification	Implementation: Blackboard Teacher Communications - Stand Alone	One-Time Fees	$1,600.00	Project
Blackboard	Mass Notification	Implementation: Digital Mass Notifications	One-Time Fees	$1,200.00	Project
Blackboard	Mass Notification	Implementation: Mass Notifications	One-Time Fees	$1,300.00	Project

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Fees for Mass Notification Continued

Blackboard	Mass Notification	Mass Notifications: Online Training (Basic/Intermediate)	One-Time Fees	$320.00	Session
Blackboard	Mass Notification	Mass Notifications: Online Training (Advanced/Custom)	One-Time Fees	$400.00	Session
Blackboard	Mass Notification	Mass Notifications: Onsite Training (plus Travel)	One-Time Fees	$1,760.00	Day
Blackboard	Mass Notification	SMS plus for Mass Notifications	Annual Fees	$0.43	Student
Blackboard	Mass Notification	SMS plus for Mass Notifications (Fro Renewals Only)	Annual Fees	$0.15	Student
Blackboard	Mass Notification	SMS plus for Connect (For Renewals Only)	Annual Fees	$0.15	Student
Blackboard	Mass Notification	Mass Notification Premier Implementation	One-Time Fees	$3,825.00	Project
Blackboard	Mass Notification	Mass Notification Premier Implementation Annual Maintenance	Annual Fees	$1,350.00	Project
Blackboard	Mass Notification	Mass Notifications & Integrated Mobile Communications App	One-Time Fees	$5,950.00	Project
Blackboard	Mass Notification	Mass Notifications & Integrated Mobile Communications App Annual Maintenance	Annual	$2,100.00	Project

Fees for Teaching and Learning Management

Provider	System	Description	Unit of Measure	Price	Cost Per
Blackboard	Teaching and Learning Management	Personalized Learning Solution (Learn LMS SaaS Plus, Mobile Learn, Open Content and Collaborate)	Annual Fees	$12.00	User
Blackboard	Teaching and Learning Management	Implementation: Personalized Learning Services	One-Time Fees	$13,680.00	Project

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Finalsite Acquires the Blackboard K-12 Division of Anthology

Combination Creates a Leading Global Provider of K-12 School Website and Digital Communication Tools

Glastonbury, Conn. and Boca Raton, Fla. – Sept. 15, 2022 – Finalsite, a global leader in K-12 independent school website and digital communications software and services, and Anthology, a leading provider of education solutions that support the entire learner lifecycle, today announced that Finalsite has acquired the Blackboard K-12 Community Engagement division ("Blackboard K-12") from Anthology. Blackboard Community Engagement solutions include Blackboard Web Community Manager, Blackboard Connect, Blackboard Reach, Blackboard Mass Notifications, and the Blackboard Mobile Communications App, which primarily serve public K-12 districts and schools.

This combination of complementary solutions creates a leading global provider of website, marketing, and communications software and services for K-12 schools, with a total client base of over 7,000 schools and districts across 115 countries, as well as expanded resources to provide customers even higher levels of service and support. With the addition of Blackboard K-12, Finalsite can provide its clients enhanced access to more solutions, services, and thought leadership designed expressly for K-12 institutions, delivered and supported by a focused team of industry experts.

"Our mission is to help schools prepare students to be successful in the wider world," said Jon Moser, Finalsite's Founder and CEO. "This acquisition brings together the brightest minds in K-12 edtech, accelerating transformative improvements in everything from our product development to our customer service. Together, we will elevate school-to-home engagement and improve outcomes for schools – and learners – globally."

"The foundational years in K-12 have a tremendous impact on a student's education experience. That's why it's imperative for schools and districts to have access to the right technology to lay the foundation for lifelong learning," said Lee Blakemore, President of Blackboard K-12. "With Finalsite's comprehensive portfolio, our K-12 clients will be positioned to continue to deliver critical communications at scale while receiving the comprehensive and dedicated support for which we are known."

This transaction enables Anthology to continue its accelerated investment in Blackboard Learn Ultra, Anthology Student, and other areas of the business where Anthology can provide significant value to the global education community. K-12 schools that use Blackboard Learn will be positioned to continue partnering with Anthology as their learning management system provider to support a flexible, intuitive learning environment for faculty and students.

Gibson, Dunn & Crutcher LLP served as legal counsel to Finalsite. Milbank LLP served as legal counsel to Anthology.

About Finalsite
Finalsite is the preferred website, communications, and marketing platform of more than 8,000 schools worldwide. The company's people, products and services transform how schools connect and engage with their community, recruit students and staff, and fundraise; while managing the complex requirements around data privacy, accessibility, hosting and security. Finalsite products and services include award-winning website designs, a robust content management system, innovative inbound marketing tools, data integration, training, support and marketing consulting. With a 96 percent retention rate year-over-year, Finalsite is the choice of over 700 NAIS member schools and 1,000+ school districts in the U.S., and international schools and universities in over 115 countries around the world. Finalsite is headquartered in Glastonbury, Conn. with employees based internationally across the U.S., Canada, Europe and Asia. For more information, please visit www.finalsite.com.

About Anthology
Anthology offers the largest EdTech ecosystem on a global scale for education, supporting more than 150 million users in 80 countries. With a mission to provide dynamic, data-informed experiences to the global education community through Anthology Intelligent Experiences™, we help learners, leaders and educators achieve their goals by offering over 60 SaaS products and services designed to advance learning. Discover more about how we are fulfilling our mission for education, business and government institutions at www.anthology.com.

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EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

AGENDA
REGULAR MEETING GOVERNING BOARD
1:00 P.M. March 25, 2021

Ed Tech JPA will hold a Board meeting on March 25, 2021, at 1:00 PM via web conference at Meeting ID meet.google.com/dsx-rtkz-gaf Phone Number (US)+1 413-384-6765 PIN: 411 850 829#.

The meetings of the Board at which official action is taken shall be public meetings, and no person shall be excluded therefrom.

The agenda will be published at least 72 hours prior to the meeting. Supporting documentation will be provided at the meeting or emailed electronically to members prior to the meeting as it becomes available.

President	Brianne Ford
Vice-President	Jeremy Davis
Secretary	David Seabury
Treasurer	Michael Johnston

Board of Directors Founding Members

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	Sean Rozell/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	David Seabury/alternate to be determined
San Juan Unified	Founding Member	Kent Stephens/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate Greg Pitzer

Agenda

1. Determination of a quorum and call to order - roll call.
2. Approve the Minutes of the previous regular meeting.
3. Public Comment
Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.
4. Approval of the Agenda
5. Board Member and Staff Reports
6. Treasurer Report
Michael Johnston will provide an update to the board.
7. Standing Reports
7.a. Membership
7.b. Communications
7.c. Procurement

7.d. Goals and Objectives

8. Consent Agenda

All matters of the Consent Agenda are considered to be routine and will be enacted by the Board in one motion, without prior discussion. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion.

Recommendation: Approve all items on the Consent Agenda.
Motion:

9. Items Removed from Consent Agenda

9.a.

10. Items of Business (Action)

1**0.a.** Approve Kevin Monsma as the secondary designee for El Dorado County of Education.

Background Information: David Seabury was approved as the primary designee for El Dorado County of Education at the February 25, 2021 board meeting, with the secondary designee to be determined at a later date. El Dorado County of Education desires to name Kevin Monsma as its secondary designee.

Recommendation: Approve Kevin Monsma as the secondary designee for El Dorado County of Education.

Motion:

11. Items for Discussion

None

Closing Items

12. Adjournment

Future Meetings

April 29, 2021

Telecommuting members of the public who wish to address the Board during the Board Meeting must complete the provided form at https://docs.google.com/forms/d/1Il2zovD0kE8DZmG3ElThhmnVAML0MWhSz_73BqMZEUs/edit prior to the start of the Board Meeting.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Consent Agenda
REGULAR MEETING GOVERNING BOARD
1:00 P.M. March 25, 2021

1. Ratify Approval of New Associate Members

Background Information: The following organizations have applied for associate membership and, pursuant to Ed Tech JPA's Associate Member Operating Procedures, were granted provisional approval:

- Lawndale Elementary School District
- Cupertino Union School District
- Madera Unified School District
- Grass Valley Elementary School District

The Board must formally ratify the approval of their membership.
Recommendation: Ratify associate membership for the organizations listed.

2. Rescind Award to CDW LLC dba CDW Government LLC and CDW Government for the Securly, Inc. product.

Background Information: On June 27, 2019 CDW LLC dba CDW Government LLC and CDW Government("CDWG") was awarded RFP No. 18/19-05 Classroom Management and Student Online Safety System for the Securly, Inc. product, contingent upon successful contract negotiations. On March 10, 2021 CDWG emailed Ed Tech JPA to communicate that they no longer wish to contract with Ed Tech JPA.

Recommendation: Rescind award to CDW LLC dba CDW Government LLC and CDW Government for the Securly, Inc. product.

3. Approve Award of RFP No. 20/21-02 Web Design & Hosting to 360BC Group Inc dba 360Civic for sections 1, 2, 3, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. 360BC Group Inc dba 360Civic submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3, & 4.

Recommendation: Approve Resolution No. 20-21-10 awarding RFP No. 20/21-02 Web Design & Hosting to 360BC Group Inc dba 360Civic, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

4. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Apptegy, Inc. for sections 1, 2, 3, & 4..

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Apptegy, Inc. submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3, & 4.

Recommendation: Approve Resolution No. 20-21-11 awarding RFP No. 20/21-02 Web Design & Hosting to Apptegy, Inc., and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

5. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Blackboard Inc for sections 1, 2, 3, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Blackboard Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3, & 4.

Recommendation: Approve Resolution No. 20-21-12 awarding RFP No. 20/21-02 Web Design & Hosting to Blackboard Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

6. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Diverse Network Associates, Inc. dba CatapultK12 for sections 1, 2, 3.1-3.6, 3.8 & 3.10, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Diverse Network Associates, Inc. dba CatapultK12 submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1-3.6, 3.8 & 3.10, & 4.

Recommendation: Approve Resolution No. 20-21-13 awarding RFP No. 20/21-02 Web Design & Hosting to Diverse Network Associates, Inc. dba CatapultK12, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

7. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Educational Networks, Inc for sections 1, 2, 3.1- 3.7 & 3.10, & 4.

Background information:

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RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Educational Networks, Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1- 3.7 & 3.10, & 4.

Recommendation: Approve Resolution No. 20-21-14 awarding RFP No. 20/21-02 Web Design & Hosting to Educational Networks, Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

8. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Active Internet Technologies, LLC dba FinalSite for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Active Internet Technologies, LLC dba FinalSite submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

Recommendation: Approve Resolution No. 20-21-15 awarding RFP No. 20/21-02 Web Design & Hosting to Active Internet Technologies, LLC dba FinalSite, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

9. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Image X Media Inc for sections 1, 2, 3.1 - 3.5, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Image X Media Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.5, & 4.

Recommendation: Approve Resolution No. 20-21-16 awarding RFP No. 20/21-02 Web Design & Hosting to Image X Media Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

10. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Intrado Interactive Services Corporation for sections 1, 2, 3.1 - 3.6, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Intrado Interactive Services Corporation submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.6, & 4.

EDUCATION TECHNOLOGY
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Recommendation: Approve Resolution No. 20-21-17 awarding RFP No. 20/21-02 Web Design & Hosting to Intrado Interactive Services Corporation, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

11. Approve Award of RFP No. 20/21-02 Web Design & Hosting to KWALL LLC for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. KWALL LLC submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

Recommendation: Approve Resolution No. 20-21-18 awarding RFP No. 20/21-02 Web Design & Hosting to KWALL LLC, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

12. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Pantheon Systems Inc for sections 1, 2.1 - 2.3 & 2.5, 3.6 - 3.8, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Pantheon Systems Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2.1 - 2.3 & 2.5, 3.6 - 3.8, & 4.

Recommendation: Approve Resolution No. 20-21-19 awarding RFP No. 20/21-02 Web Design & Hosting to Pantheon Systems Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

13. Approve Award of RFP No. 20/21-02 Web Design & Hosting to SchoolPointe, Inc for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. SchoolPointe, Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.8 & 3.10, & 4.

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Recommendation: Approve Resolution No. 20-21-20 awarding RFP No. 20/21-02 Web Design & Hosting to SchoolPointe, Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

14. Approve Award of RFP No. 20/21-02 Web Design & Hosting to Soprisapps, LLC dba SchoolBlocks.com for sections 1, 2.1 - 2.3 & 2.5-2.6, 3.1 - 3.8 & 3.10, & 4.

Background information:
RFP No. 20/21-02 Web Design & Hosting was conducted pursuant to Board approval at the April 26, 2019 Board meeting. Soprisapps, LLC dba SchoolBlocks.com submitted a Proposal that meets the minimum qualifications for sections 1, 2.1 - 2.3 & 2.5-2.6, 3.1 - 3.8 & 3.10, & 4.

Recommendation: Approve Resolution No. 20-21-21 awarding RFP No. 20/21-02 Web Design & Hosting to Soprisapps, LLC dba SchoolBlocks.com, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

March 25, 2021 1:00 P.M.
Google Meet

1. CALL TO ORDER AND ROLL CALL

Minutes:
Brianne Ford called the meeting to order at 1:03 PM.

Present In Person:
N/A

Present by Telephone:
Brianne Ford with Irvine USD
Michael Johnston and Susan Rutledge with Clovis Unified School District
David Seabury with El Dorado County Office of Education
Greg Medici with San Ramon Valley Unified School District
Jeremy Davis with Fullerton School District
Peter Skibitzki with SanJuan Unified School District
Sean Rozell with Capistrano Unified School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the February 25, 2021 Regular Board Meeting.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford
Aye Michael Johnston
Aye David Seabury
Aye Greg Medici
Aye Jeremy Davis
Aye Peter Skibitzki
Aye Sean Rozell

3. PUBLIC COMMENT

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2.

4. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford
Aye Michael Johnston

Aye David Seabury
Aye Greg Medici
Aye Jeremy Davis
Aye Peter Skibitzki
Aye Sean Rozell

5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS

Minutes: Board members shared their district/counties' situations related to purchases, administrative matters, and matters related to COVID 19.

6. ACCEPTANCE OF TREASURER REPORT

Minutes: Administrative fees and founding member fees were discussed. Directors were reminded about form 700s.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership
Minutes: Membership was discussed.

7.b. Communications
Minutes: Recent and planned communications with members were discussed, including the upcoming CASBO presentation.

7.c. Procurement
Minutes: Current and future RFPs were discussed. The Social and Emotional Learning Assessment System RFP closed and we have received twelve proposals. Vendor acquisitions were discussed.

7.d. Goals and Objectives
Minutes: The Annual Goals Progress Report and budget projections were reviewed. Likely to meet goals in membership and student representation. We will not meet our goal for number of procurements due to COVID and RFP increased responses, however other goals are on track.

8. ACCEPTANCE OF CONSENT AGENDA

8.a. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion. Approve all items on the Consent Agenda.

Motion Passed: Approve all items on the Consent Agenda.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford
Aye Michael Johnston
Aye David Seabury
Aye Greg Medici
Aye Jeremy Davis

Aye Peter Skibitzki
Aye Sean Rozell

9. ITEMS REMOVED FROM CONSENT AGENDA

9.a. Items Removed from Consent Agenda: None.

10. ITEMS OF BUSINESS (ACTION)

10.a. Approve Kevin Monsma as the secondary designee for El Dorado County of Education.

Motion Passed: Approve Kevin Monsma as the secondary designee for El Dorado County of Education.

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford
Aye Michael Johnston
Aye David Seabury
Aye Greg Medici
Aye Jeremy Davis
Aye Peter Skibitzki
Aye Sean Rozell

11.ITEMS FOR DISCUSSION

None

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 1:40 pm.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford
Aye Michael Johnston
Aye David Seabury
Aye Greg Medici
Aye Jeremy Davis
Aye Peter Skibitzki
Aye Sean Rozell

Future Meetings

April 29, 2021

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 10

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by 360BC Group Inc dba 360Civic (" 360 Civic ") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with 360 Civic ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, 360 Civic meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to 360 Civic .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 11

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Apptegy, Inc. ("Apptegy") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Apptegy; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Apptegy meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to Apptegy .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 12

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Blackboard Inc ("Blackboard") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Blackboard ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Blackboard meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to Blackboard .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 13

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Diverse Network Associates, Inc. dba CatapultK12 (" CatapultK12 ") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with CatapultK12 ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, CatapultK12 meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to CatapultK12 .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 14

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Educational Networks, Inc ("EduNet") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with EduNet ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, EduNet ☐ meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to EduNet ☐.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 15

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Active Internet Technologies, LLC dba FinalSite ("FinalSite") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with FinalSite; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, FinalSite meet the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to FinalSite .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 16

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Image X Media Inc ("Image X") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Image X ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Image X meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to Image X .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 17

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Intrado Interactive Services Corporation ("Intrado") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Intrado; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to Intrado .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 18

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by KWALL LLC (" KWALL ") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with KWALL ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, KWALL meet the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to KWALL .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 19

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Pantheon Systems Inc (" Pantheon ") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Pantheon ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Pantheon ✚ meet the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to Pantheon ✚ .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 20

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by SchoolPointe, Inc ("SchoolPointe") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with SchoolPointe ; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, SchoolPointe meet the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to SchoolPointe.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 20-21- 21

AWARD OF MASTER AGREEMENT FOR WEB DESIGN & HOSTING

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for web design and hosting solution and related services in order to accommodate Founding Member and Associate Members' current and future web design and hosting service needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 20/21-02 web Design & Hosting and received fourteen responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Soprisapps, LLC dba SchoolBlocks.com ("SchoolBlocks") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with SchoolBlocks; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of web design and hosting and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, SchoolBlocks meet the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a Web Design & Hosting to SchoolBlocks .

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of March, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary