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Enactment Date	6/23/2021 os



Board Cover Memorandum

To Board of Education

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

Meeting Date June 30, 2021

Subject Approval of Resolution No. 2021-0283 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With EMICS dba InformedK12 Properly Entered Into Through the Education Technology Joint Powers Authority; Ratification of California Student Data Privacy Agreement's Exhibit E with EMICS dba InformedK12.

Ask of the Board Approve Resolution No. 2021-0283 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With EMICS dba InformedK12, San Francisco, CA, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA"); Ratify the California Student Data Privacy Agreement's Exhibit E with EMICS dba InformedK12.

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 is 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 our current and potential member agencies.

The EdTech JPA issued an RFP to support online forms and workflows. EMICS dba InformedK12 was one of the vendors awarded a contract ("Master Agreement") during a duly noticed Board meeting on May 30, 2019.

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 EMICS dba InformedK12 pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of \$175,833 for 2021-22 and \$185,000 for 2022-23, for a total of \$360,833, from July 1, 2021 to June 30, 2023, and approves the associated Purchase Agreement.

The Technology Services department has successfully used Emics, Inc. dba Informed K12 for over five years and is using this firm going forward for the same services as previously provided, with the exception that new forms are being converted from paper to online digital versions. The current agreement represents an expansion of services to 1) allow OUSD to create an unlimited number of central office forms, 2) provide up to 29 custom workflow packages needed to support more complex forms and workflows, and 3) provide change management consultation and training services to build new forms.

The Oakland Unified School District (OUSD) uses the Informed K12 (formerly Chalk Schools) solution to enable the online completion and approval of basic district forms. These include the system access request forms used by Technology Services, the Employee Action forms used by Talent, the PE Minutes forms used by applicable schools, etc. Previously, these forms were completed on paper and submitted via mail or FAX. This introduced unwanted overhead and made it difficult to track submitted forms through the approval process. In addition, incomplete or illegible forms typically resulted in a need to restart the process. Making these forms available online has reduced paper and significantly increased efficiency throughout OUSD.

Informed K12 provides a flexible form builder which is capable of quickly converting a PDF document into an online form. Data validation capabilities are provided to enforce completion and proper formatting of form entry fields. Form signatures are captured using a legally-compliant e-signature technology. In addition, the solution contains reporting features to enable form tracking and metrics. Once a form is completed, the Informed K12 system allows the end user to submit the form to an approver in cases where this is required. The approver can simply e-sign and click a button to submit

the form to its final destination. Unlike more extensive workflow engines, Informed K12 makes it possible for even non-technical users to quickly convert their existing PDF documents to online forms and apply basic routing rules.

The prior agreement with Emics, Inc. dba InformedK12 was approved by the OUSD Board of Education on December 11, 2019 as Legistar File ID 19-2480. This agreement included the PE Minutes process and 17 additional internal forms and workflow processes. However, a combination of the COVID-19 pandemic and the convenience of online forms has caused increased demand across central office departments for additional online forms, including, parent notifications, travel and conference requests, additional Talent and Special Education forms, etc. Many departments who have used the solution have recognized the many advantages of online forms over paper and have identified new use cases.

As a result, it is in the best interest of OUSD to enter into this Agreement. Doing so will supersede the prior agreement to provide the necessary expansion to 1) allow OUSD to create an unlimited number of central office forms, 2) provide up to 29 custom workflow packages needed to support more complex forms and workflows, and 3) provide change management consultation and training services to build new forms.

In order to provide these services, Emics, Inc. dba InformedK12 requires access to certain District student data. Accordingly, the District and Emics, Inc. dba InformedK12 executed the enclosed data sharing agreement on June 4, 2021, and now ask the Board to ratify this agreement. This data sharing agreement is the standard California Student Data Privacy Agreement (CSDPA), 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 CSDPA ensure that the vendor will take all precautions to safeguard our students' data. The term of the CSDPA is the same as the term of the underlying services contract. The CSDPA is a piggy-backable agreement. This means that a software vendor may enter the CSDPA 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 CSDPA.

Here, Emics, Inc. dba InformedK12, Inc. has signed the CSDPA with Oak Grove School District, and it further signed Exhibit E, which, again, allows any other school district to likewise sign Exhibit E and share the same data with Emics, Inc. dba InformedK12 under the same terms. Accordingly, the District signed Exhibit E on June 4, 2021, and now asks the Board to ratify this agreement.

Fiscal Impact

\$175,833 from 2021-22 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

\$185,000 from 2022-23 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. 2021-0283 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With EMICS dba InformedK12 Properly Entered Into Through the Education Technology Joint Powers Authority
- Memorandum of Understanding and InformedK12 Agreement
- RFP No. 18/19-04 issued by EdTech JPA
- Master Agreement between EdTech JPA and EMICS dba InformedK12
- Addendum to Master Agreement between EdTech JPA and EMICS dba InformedK12
- Minutes from May 30, 2019 Board meeting at which Master Agreement was adopted
- Purchase Agreement Between EMICS dba InformedK12 and Oakland Unified School District
- California Student Data Privacy Agreement between EMICS dba InformedK12 and Oak Grove School District, Exhibit E

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

Resolution No. 2021-0283

**Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With
EMICS dba InformedK12 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. 18/19-04 on March 22, 2019, to request proposals from responsive vendors to provide best value solutions for electronic document routing;

WHEREAS, the RFP included the following cooperative purchasing language in Section 1.5:

The pricing, terms, and conditions of any award pursuant to this RFP will be made available to current Ed Tech JPA members and to other “Eligible Entities” who elect to join the Ed Tech JPA. For purposes of this RFP, Eligible Entities are: (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States 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.

WHEREAS, on April 26, 2019, the EdTech JPA received two proposals, including from EMICS dba InformedK12;

WHEREAS, on May 30, 2019, in a duly noticed Board meeting, the Board of Directors of the EdTech JPA approved the award of the contract to EMICS dba InformedK12;

WHEREAS, the EdTech JPA executed a contract with EMICS dba InformedK12 (“Master Agreement”) with an effective date of May 30, 2019, and an initial term of three years (through May 30, 2022).

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 EMICS dba InformedK12, 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 EMICS dba InformedK12, hereby accepts the offer of contract with EMICS dba InformedK12 pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of \$175,833 for 2021-22 and \$185,000 for 2022-23 (total of \$360,833), from July 1, 2021 to June 30, 2023, and approves the Purchase Agreement with EMICS dba InformedK12.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 30th day of June, 2021, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Mike Hutchinson, Gary Yee, VanCedric Williams, Aimee Eng, Clifford Thompson, Vice President Benjamin "Sam" Davis, President Shanthi Gonzales

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Jessica Ramos (Student Director), Samantha Pal (Student Director)

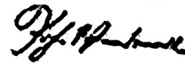
CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 23, 2021.

Legislative File	
File ID Number:	21-1592
Introduction Date:	06/30/21
Enactment Number:	21-1075
Enactment Date:	6/23/2021
By:	os

OAKLAND UNIFIED SCHOOL DISTRICT

Shanthi Gonzales
President, Board of Education



Kyla Johnson-Trammell
Superintendent and Secretary, Board of Education

Approved as to form by OUSD Staff Attorney Joanna Powell on 6/4/21.



Informed K12 Agreement

This Agreement is made as of July 1, 2021 between Informed K12 and Oakland Unified School District, covering the services to be provided below from the commencement of this Agreement through June 30, 2022. This Agreement supersedes and replaces any and all prior written and oral agreements between Informed K12 and Oakland Unified School District. Pricing is guaranteed through June 30, 2022, after which it is subject to increase by up to a maximum of 5% annually. Payment is due to Informed K12 30 days after the initiation or renewal of services.

Oakland Unified School District may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to Informed K12 at least 45 days in effect of the effective Termination Date. If the termination notice does not specify a Termination Date, the termination shall take place 45 days after receiving the written notice. On the Termination Date, Informed K12 will cease all work, disable all accounts, and destroy all relevant data on the platform. Oakland Unified School District shall pay Informed K12 for all work and services performed prior to termination.

Informed K12 shall save, defend, and hold harmless and indemnify Oakland Unified School District and its respective officers, employees, and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, and other liabilities of whatever kind and nature arising from the negligence, recklessness, or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of Informed K12, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of District or its officers, employees, or agents.

Informed K12 will provide the following:

- Ongoing assistance and staff support. Informed K12 will provide a dedicated client success and implementation specialist as the primary contact for your district.
- Advanced access to new features, and full access to the Informed K12 system. You will receive first notice and early review of all new developments.
- Dedicated accounts with setup and configuration. Account services will adhere to the terms and definitions outlined in our Privacy Policy. In sum, you control your account information, documents, and settings. We will not rent or sell your information to third parties outside Informed K12 and its group companies (including any parent, subsidiaries and affiliates) without your consent.

During the term of this Agreement, Oakland Unified School District will provide:

- **Dedicated Project Manager:** Identify one staff member as your primary contact, who convenes staff and provides direct input to the Informed K12 team in order to ensure success.
- **Implementation resources necessary to execute the Memorandum of Understanding.**
- **Feedback and review:** As a valued Informed K12 customer, you will have the ability to help to shape and improve the tool for all educators by providing feedback and reviewing any findings together for continuous improvement.

We look forward to a long lasting and mutually beneficial relationship.

Signature page follows

Informed K12

Sarah Chou

Authorized Signature

Sarah Chou

Print Name

05/28/2021

Date

Oakland Unified School District

Shanthi Gonzales

Authorized Signature

Shanthi Gonzales

Print Name

6/24/2021

Date

Approved as to form by OUSD Staff Attorney
Joanna Powell on 5/27/2021.

Joanna L. Powell

Attachment A: Scope of Work

Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all district forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and district leaders
- Structured roll out of 5 new processes every 2 months so sites and departments have enough interaction with the new system to learn quickly and see immediate results

Multiple Department Forms			
Implementation Group	Process	Form Owner	Target Launch
1st	Travel Request Packet	**	Prior to December 2021
1st	Field Trip Packet	**	Prior to December 2021
1st	In Kind Match Form	**	Prior to December 2021
1st	Initial Parent Notification Letter	**	Prior to December 2021
1st	Parent Notification Letter	**	Prior to December 2021
1st	Reclassification Consideration Form	**	Prior to December 2021
Multiple Department Forms			
Implementation Group	Process	Form Owner	Target Launch
2nd	Transcript Request Form	**	Prior to June 2022
2nd	Parent Permission & Data Release	**	Prior to June 2022
2nd	HS Linked Learning Office Order Form	**	Prior to June 2022
2nd	Classified Substitute Timesheet	**	Prior to June 2022

** OUSD will designate a point of contact for each form prior to implementation

***Future Forms:**

- Certificated Timesheet
- Teacher Retroactive Attendance Form
- Employee Reimbursement Form - Over \$250
- Travel and Conference Request Packet
- Extended Contract Form

120 Days to First Win

Bi-weekly Status Report Updates to all Cabinet Members

District Executive Sponsor: Susan Beltz

- Status reports: Will receive reports on baseline success metrics and sign off on major priority and launch decisions

District Project Manager: Susan Beltz

- Convening Power: Schedules meetings with departments, responsible for Informed K12 announcements and training
- Decision making Power: Is or acts as an extension of Cabinet when making decisions about workflow design and rollout

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis

Informed K12 Implementation Team

Customer Success Manager: Bridget Keating-Klamm

Adoption Manager: Jennifer Bundy

Support Specialist: Marlon Del Cid

Confirmation Call: Date TBD District Executive Sponsor and District Project Manager

Kick Off with Informed K12 Implementation Team: Date TBD District Project Manager and Form Owners

Platform Implementation (Licenses Only)

InformedK12 Form Creators Certification:

***OUSD will designate**

Queue and Quality Control Team ([Example template](#)):

***OUSD will designate**

Attachment B: Pricing Structure

Oakland Unified School District
1000 Broadway, Suite 300
Oakland, CA 94607

Date: May 11, 2021

Terms and Cost Valid Until: June 30, 2021

Term of Contract: July 1, 2021 - June 30, 2022

Service	Unit Price
Internal Office forms and workflow processes All Departments License: Unlimited forms across district departments All processes include: <ul style="list-style-type: none"> Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals Unlimited responses archived with full access search and nightly back-ups for all data Phone/chat/email support for form managers and recipients Continuous upgrades and extensive browser and device support Online webinars and resources for form managers 	\$185,000 / year
Implementation Package <i>(not an annual fee)</i> <ul style="list-style-type: none"> Dedicated implementation specialist to lead 120-day implementation and change management consultation Informed K12-supported set up for high value processes Custom district-wide trainings and outreach School site adoption program Data review and report for initial launches 	\$38,000
ALL DEPARTMENT UNLIMITED LICENSE SUBTOTAL:	\$223,000
CREDIT for existing forms and workflow processes <ul style="list-style-type: none"> Custom 19 process workflow package 	\$7,917 <i>Current license is \$95,000 annually; currently paid through July 2021</i>
CREDIT for existing forms and workflow processes <ul style="list-style-type: none"> Special Education Employee Timecard 	\$11,250 <i>Current license is \$5,000 annually; currently paid through Sept 2023</i>
CREDIT for existing forms and workflow processes <ul style="list-style-type: none"> Special Education IEP forms 	\$28,000 <i>Current license is \$42,000 annually; currently invoiced through Feb 2022*</i>
CREDIT SUBTOTAL:	\$47,167
TOTAL FIRST YEAR COST DUE NOW:	\$175,833
ANNUAL COST DUE JULY 2022:	\$185,000

**Credit contingent on receipt of payment for IK12 Invoice 1964, District PO21-05734*

Included	10 Plan Pilot	All Departments License	All Departments and Sites License
eSignatures	Unlimited	Unlimited	Unlimited
Accounts (Seats/Users)	Unlimited	Unlimited	Unlimited
Storage	Unlimited	Unlimited	Unlimited
Support	All users	All users	All users
Processes <i>A form or set of forms that travel together through a unique workflow</i>	10	Unlimited Internal Processes	Unlimited Internal Processes & External Processes
Department managed Internal Processes <i>A process owned and actively managed by a District Administrative Office. Examples: Field trip requests, leave or travel requests, student or staff transfer requests, student or staff incident reports, contracts, timesheets, requisitions, reimbursements, new hire packets, benefits enrollment, etc.</i>	Included	Included	Included
School Site managed External Processes <i>A process owned and actively managed at the Site level. Examples: Permission slips, student back to school packets/handbooks, student emergency cards, course add/drop or change, independent study, tardy policy, class schedules, student counseling forms, student or parent consent etc.</i>	Not Included	Not Included	Included
1:1 Adoption Program <i>Training and outreach for accounts</i> Standard Campaign: 1 Administrator training 1 Site Staff/Secretaries training 1:1 Follow up outreach for both groups	One campaign All School Sites and Departments relevant to the 10 Processes	Annual campaign All School Sites and Departments	Annual campaign All School Sites and Departments
Self-Service Creators Program <i>Training and outreach for workflow design and digital form conversion by district staff</i>	None	All Departments Staff	All Departments and School Site Staff
Full Service Consultation <i>Expert workflow design and digital form conversion by InformedK12</i>	One-time MOU 10 processes	Annual MOU 10 processes per year	Annual MOU 10 processes per year

Education Technology Joint Powers Authority



RFP No. 18/19-04

Electronic Document Routing Solution

PROPOSAL DEADLINE: April 26, 2019, 12:00_{pm}

**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>



NOTICE CALLING FOR PROPOSALS

AGENCY: Education Technology JPA

PROPOSAL DEADLINE: **April 26, 2019 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

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. 18/19-04 Electronic Document Routing Solution**.

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 on March 28, 2019 at 12:00pm** pacific time at Irvine Unified School District Office, 5050 Barranca Parkway, Board Room, Irvine, CA 92604. A Conference Call option is available at (559) 327-9958. 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 April 5, 2019. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA
Governing Board

Publish: OC Register March 22 & 29, 2019

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1.0 Background and Overview

1.1 Overview

The Ed Tech JPA, a California Joint Powers Authority (Ed Tech JPA), invites qualified, experienced vendors (Vendors) to submit responsive proposals (Responses, Proposals, or Proposal Forms) in compliance with the specifications contained in this Request for Proposals (RFP). This RFP is for electronic document routing solutions, although ancillary services may be included in the provision of these items. Installation services may be requested via this RFP. Selection for award(s), if any, will go to the Vendor(s) who submit Responses that Ed Tech JPA determines to be most advantageous to Ed Tech JPA and the entities it represents. **Products offered by the Vendor(s) selected for the award of a Master Agreement will be available for purchase by all eligible agencies outlines in paragraph 1.5.**

In addition to reviewing proposals for Ed Tech JPA, the initiating agency, Clovis Unified School District, has an immediate need for the product. The initiating district will review proposals to determine a Vendor best suited to provide the product for its own needs and anticipates entering into a Purchase Agreement for the product following execution of the Master Agreement awarded pursuant to this RFP.

1.2 Joint Powers Authorities

Pursuant to the California Joint Exercise of Powers Act, a JPA may be created in California when two or more local government entities enter into an agreement to exercise jointly any power common to the contracting parties. JPAs are frequently used to aggregate expertise and purchasing power for procurement, as in the case of insurance or utilities services. JPAs can be given any of the powers inherent in the participating members, as specified in a joint powers agreement.

1.3 Ed Tech JPA

Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public agency members across the state of California. This RFP is issued on behalf of Ed Tech JPA's membership. A list of current Ed Tech JPA members is available on the JPA's website: <https://edtechjpa.iusd.org/procurement/open-procurements> .

1.4 Requested Services

This solicitation is intended to provide a mechanism for Ed Tech JPA members to procure new or upgraded software and services to support electronic document routing. Ed Tech JPA members seek state-of-the-art electronic document routing solutions (hereinafter referred to as "Product") to meet the needs of varied facilities and programs, in a variety of environments. Ed Tech JPA is soliciting qualified service vendors, (hereinafter referred to as "Vendor",

“Contractor” or “Provider”) for a variety of solutions to meet its membership needs. Vendor shall submit a proposal for the purchase, implementation and ongoing services for an electronic document routing solution.

1.5 Eligible Entities and Participants

The pricing, terms, and conditions of any award pursuant to this RFP will be made available to current Ed Tech JPA members and to other “Eligible Entities” who elect to join the Ed Tech JPA. For purposes of this RFP, Eligible Entities are: (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States 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.

For purposes of this RFP, a “Participant” or “Participating Associate Member” is an Eligible Entity who chooses to purchase items through this RFP. Eligible Entities must first become Associate Members of the JPA by entering into an Associate Member Agreement, and thereafter may elect to become Participants of a Master Agreement by purchasing through Ed Tech JPA’s website. Founding Members of Ed Tech JPA may be a Participant without entering into an Associate Member Agreement.

Notwithstanding the purchase anticipated by the initiating district stated above, an award issued pursuant to this RFP does not represent an obligation by Ed Tech JPA, or by any Eligible Entity, to purchase items. Although a Master Agreement awarded under this RFP does not guarantee a particular level of sales as a result of that Master Agreement, Ed Tech JPA’s mission to meet the procurement needs of our program participants indicates that a Vendor who is committed to this program will achieve success in its sales efforts.

1.6 Master Agreement

Pursuant to Public Contracts Code 20118.2 and Government Code 6500 and 6502, Ed Tech JPA (on behalf of membership) is issuing this RFP for the Product. Ed Tech JPA will evaluate proposals and all vendors that meet minimum criteria/score will enter into a Master Agreement with Ed Tech JPA, setting forth the general terms for purchase of the Product. A sample Master Agreement is attached in Appendix A.

After a Master Agreement has been established, the Vendor’s proposed product and services will be listed on the Ed Tech JPA website. Ed Tech JPA will also include procurement instructions and contract documentation for Founding Members and Associate Members. Details of the procurement process and administrative fee payment will be reviewed with Vendor finalists prior to award. All participating Vendors must work with Ed Tech JPA to establish an order fulfillment process compatible with all legal and regulatory requirements, Ed Tech JPA member needs, and Vendor’s practices.

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/Founding Members will work with Vendor to establish an Implementation Plan with the Participating Associate Member, as further described in Section 2.2, and (c) an Associate Member/Founding Member is not bound to a purchase until it has obtained approval from its Board and executed the Purchase Agreement with the Vendor for the Product.

Prior to executing a Purchase Agreement with a Participating Associate Member, Vendor will establish an implementation timeline and implementation plan specific to the Participating Associate Member's needs, as further described in Section 2. An Associate Member/Founding Member is not bound to a purchase until it has obtained approval from its Board and executed a Purchase Agreement with the Vendor for the product.

Vendors must remit a copy of all Purchase Agreements, including renewals and amendments, to Ed Tech JPA within 30 days of executing the Purchase Agreement. Vendors must also report to Ed Tech JPA any sales of products included in the Master Agreement to Associate Member Agencies, regardless of whether those agencies used the Ed Tech JPA Master Agreement, excluding renewals of pre-existing contracts. Vendors participating in this RFP agree to a standing audit by the Ed Tech JPA for all products included in the Master Agreement.

1.7 Period of Performance

The term of the Master Agreement resulting from this RFP shall be three (3) years. The Master Agreement 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 Purchase Agreement entered into by the Participating Associate Member and Vendor shall be subject to a maximum contract length of 5 years, or may be shorter, as the parties elect.

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 ordered by Participants before the expiration of the Master Agreement.

1.8 Reservation of Rights

Ed Tech JPA reserves the right to award all, none, or select portions of this RFP to one or multiple vendors. Ed Tech JPA reserves the right to negotiate terms and conditions of the RFP as necessary, to reject any or all proposals, to increase quantities, and to waive any irregularities or informalities in the RFP or in this process.

Ed Tech JPA reserves the right to modify the RFP documents, or any portion thereof, by the issuance of written addenda posted on the Ed Tech JPA website. In the event Ed Tech JPA shall modify any portion of the RFP documents pursuant to the foregoing, the proposal

submitted by any Vendor shall be deemed to include any and all modifications reflected in any addenda issued.

Ed Tech JPA reserves the right to conduct a background inquiry of the selected Vendor(s) which may include collection of contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal, Vendor consents to such an inquiry and agrees to make available such books and records deemed necessary to conduct the inquiry.

Ed Tech JPA reserves the right to award multiple Master Agreements for each classification of products listed in this RFP as deemed to be in the best interest of Ed Tech JPA and its Associate Members and Founding Members and has determined that awards to more than one supplier for comparable goods and services at various prices may best meet the needs of Participants.

Ed Tech JPA shall have the right to negotiate any and all of the final terms and conditions of any Master Agreement with Vendor and nothing in this RFP or any Response shall be deemed or construed as a limitation of such rights.

This RFP is solely a solicitation for Proposals. Neither this RFP, nor any response to this RFP shall be deemed or construed to: (i) create any contractual relationship between Ed Tech JPA and any Vendor; (ii) create any obligation for Ed Tech JPA or its Members to enter into a contract with any firm or other party; or (iii) serve as the basis for a claim for reimbursement for costs associated with submittal of any Proposal.

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 RFP. These provisions of law and any clause required by law that is associated with and relates to this RFP and any resulting contract will be read and enforced as though it were included herein.

1.9 Data Privacy Compliance

Vendors' products and services must be fully compliant with all applicable requirements including all state and federal laws. Vendors will be required to execute the most recent version of California Student Data Privacy Agreement (CSDPA). A copy of the CSDPA is attached hereto in Appendix E.

1.10 Indemnification

Vendor will indemnify, defend and hold harmless Ed Tech JPA, its agents, employees and assigns, including independent contractors, and any Participant contracting with Vendor (Indemnified Parties) from any and all claims, demands, suits, proceedings, loss, cost and

damages of every kind and description, including any attorney's fees and/or litigation expenses, which might be brought or made against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to this RFP, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of the Vendor, and/or its subcontractors or claims under similar such laws or obligations. Vendor's obligation under this section will not extend to any liability caused by the sole negligence of Indemnified Parties.

1.11 Special Note on Vendor Pricing

Pricing proposed on a sliding scale, "menu" format, or varying by tiers is highly recommended and encouraged to provide Participants with purchasing options.

1.12 Ed Tech JPA Administrative Fee

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. 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. In the event Ed Tech JPA's operating costs increase, the Administrative Fee is subject to increase to offset such increased costs. Vendor will be permitted to adjust Product pricing in direct proportion to such increase, as further explained in the Master Agreement.

1.13 Minimum Price Guarantee

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 Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

1.14 Usage Reporting Requirement

Upon contract award pursuant to this RFP, all Vendors will be required to provide quarterly usage reports to Ed Tech JPA or designee. The initiation and submission of the quarterly

reports are the responsibility of the Vendor. Vendor is responsible to collect and report all sales data including resellers and partners sales associated with the Master Agreement. There will be no prompting or notification provided by Ed Tech JPA. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

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

Vendors must identify the person responsible for providing the mandatory usage reports. This contact information must be kept current during the Master Agreement period. Ed Tech JPA must be notified if the contact information changes.

The purpose of the Master Agreement usage-reporting requirement is to aid in Master Agreement management. The specific report content, scope, and formal requirements will be provided to the awarded Vendors during Master Agreement execution. Failure to comply with this requirement may result in Master Agreement cancellation.

2.0 Purchase Agreements, Payments & Order Fulfillment

2.1 Purchase Agreements

The Ed Tech JPA will facilitate Purchase Agreements for Participant orders through its website. Upon contract award pursuant to this RFP, Vendors will work with Ed Tech JPA to prepare Purchase Agreement templates for all products available through the Master Agreement. A sample Purchase Agreement is included in Appendix A.

2.2 Ordering Process

It is Ed Tech JPA's intent to make the procurement of products and services as easy as possible. The following outlines the process by which Participants will employ Ed Tech JPA:

2.2.1 Ed Tech JPA will work with Vendors to establish a fulfillment process through the Ed Tech JPA's website. Associate Members will browse products and initiate purchases through the Ed Tech JPA's website.

2.2.2 Each purchase initiated by an Associate Member shall generate an email to the Participating Associate Member which includes a 1) Purchase Agreement and 2) contact information for a Vendor representative. Each Purchase Agreement shall include an itemized list of what has been purchased.

2.2.3 The Participating Associate Member shall have the opportunity to work with Vendor to determine the suitability of the product, and will provide Vendor with information regarding the Participating Associate Member's existing software and hardware environment, the number of student/employees anticipated to use the product and any other information necessary to establish an implementation plan. To enable the Participating Associate Member to make a timely determination as to suitability, within fourteen (14) days of Participating Associate Member's contact with Vendor, the selected Vendor shall provide the Participating Associate Member with a project plan that details the proposed implementation approach and timeline for the product ("Implementation Plan"). The implementation plan shall, at minimum, include infrastructure and data integration, testing, content creation, training and post-implementation support and project evaluation.

2.2.4 If the Participating Associate Member elects to confirm the purchase, it shall execute the Purchasing Agreement, issue a Purchase Order to Vendor, and submit payment to Vendor in accordance with Participating Associate Member practices.

2.2.5 The Purchase Agreement must be approved by resolution of the Participating Associate Member's governing board. Vendor shall provide a copy of the executed Purchase Agreement to Ed Tech JPA.

2.2.6 Once an executed Purchase Agreement is processed, Participant will work directly with Vendor for order fulfillment. Vendor will deliver products and services directly to the Participant in accordance with the implementation plan.

2.3 Purchase Agreement Implementation Process

Vendors will be required to provide purchasers with the software immediately following Purchase Agreement execution and issuance of a Purchase Order, or as soon as possible thereafter. Participants will work directly with Vendors to receive the product.

2.3.1 Project Timeline

Vendor shall deliver the product to Participating Associate Member according to the implementation plan identified by the parties pursuant to Section 2.2 above.

2.3.2 Site Access and Work Hours

If Vendor requires access to any school site, access to each site will be coordinated through the Participating Associate Member project representative a minimum of five (5)

work days in advance. Site access schedule and work plan must be submitted and approved by Participating Associate Member prior to the Vendor arriving onsite.

2.3.3 DOJ Clearance

All Vendor personnel working on any Participating Associate Member site shall have attained the proper Department of Justice (DOJ) clearance as required by applicable laws and the Participating Associate Member policy. Vendor must comply with this requirement and, upon request from Participating Associate Member request, must demonstrate this clearance for all personnel prior to being allowed onsite. Those who are not cleared may not be allowed on the project.

2.3.4 Interpretation of Plans and Documents

The interpretation of the plans, specifications, forms, and all project documentation shall be determined by Participating Associate Member. It is Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to executing a Purchase Agreement with Participating Associate Member and issuance of a Purchase Order.

2.4. Subscription-based Licensing, Bundling, Additional Services

Purchases made pursuant to this RFP may include subscription-based licensing, product bundling, and training, maintenance and other additional services ("Additional Services") as determined between the Vendor and Participating Associate Members. The cost of Additional Services not reflected in the product purchase price found in Appendix C, Pricing Form, shall be subject to the Administrative Fee assessed by Ed Tech JPA.

3.0 Instructions to Vendors

3.1 Proposal Contact and Correspondence

All correspondence related to the RFP must be directed to the following designated Ed Tech JPA RFP contact:

Michelle Bennett, Purchasing Department
MichelleBennett@iusd.org
Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604

There will be no verbal understandings recognized by the Ed Tech JPA.



No Vendor should attempt to contact or obtain information regarding this RFP from any other Ed Tech JPA representative.

All official records will be posted on the Ed Tech JPA website:

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

or sent in writing by the official contact listed on the RFP or Amendments. It is the Vendor's responsibility to monitor the website for changes, updates, revisions and /or uploaded documents.

3.2 Proposal Deadline and Submission

Proposals must be received no later than 12:00 pm PST on April 26, 2019.

Vendor to submit:

- (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (3) Additional Bound Hardcopy Proposals in binders that allow for easy removal of pages.
- (1) Electronic Proposal on CD or Flashdrive

Proposals shall be clearly marked: "Response to RFP 18/19-04: Electronic Document Routing Solution."

Proposals shall be submitted to:

Ed Tech JPA
% Irvine Unified School District
Purchasing Department
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, California 92604

3.3 Delivery to Ed Tech JPA

Written Proposals must be received at the Ed Tech JPA Office, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The Ed Tech JPA assumes no responsibility for late delivery.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

3.4 Withdrawal, Resubmission or Modification

A Vendor may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to the designated Ed Tech JPA RFP contact, signed by the Vendor or authorized agent. The Vendor may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline.

Modification offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

3.5 Calendar of Events

Event	Details	Date
Advertisements - RFP Posting	Orange County Register	March 22 - 29, 2019
Pre-Proposal Vendor Conference (Non Mandatory)	Irvine Unified School District 5050 Barranca Parkway Board Room Irvine, CA 92604 Call in number is: (559)327-9958	March 28, 2019 12:00pm
Last Day to Submit Questions (RFIs)	MichelleBennett@iusd.org	April 5, 2019 12:00pm
Response to Questions Posted	Ed Tech JPA Website	April 12, 2019
Proposals Due	Attn: Michelle Bennett 5050 Barranca Parkway Irvine, CA 92604	April 26, 2019 12:00pm
Evaluation and Selection of Finalists		April, 2019 & May, 2019
ED TECH JPA Board Action	Ed Tech JPA Website	Anticipated May 30, 2019

All dates subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at <https://iusd.org/education-technology-joint-powers-authority>.

3.6 Preparation

A Proposal should be prepared in such a way as to provide a straightforward description of Vendor capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and

completely. It is more desirable to give additional information than less when the answer could be misinterpreted.

Responses must follow Ed Tech JPA-prescribed format, including all required forms and response templates. Vendors must include all documents and forms indicated in the Proposal Submission Checklist provided in Appendix B. Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials 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 your proposal must be clearly identified.

The contents of Vendor's proposal, including technical specifications for hardware and software and software maintenance fees, shall remain valid for a minimum of one hundred and sixty (160) days after the proposal due date. If selected, Vendor's Proposal pricing shall remain valid for the duration of the contract term including the original contract and all extensions. The person signing verifies that he/she is authorized to submit the proposal and bind Vendor to provide the products/services listed in the RFP, Proposal and any resulting Master Agreement and Purchase Agreement(s).

3.7 False and Misleading Statements

A Proposal which contains false or misleading statements, or which provides references which do not support an attribute or condition contended by Vendor, may be rejected if, in the opinion of Ed Tech JPA, such information was intended to mislead Ed Tech JPA in its evaluation of the Proposal, and the attribute, which is a condition or capability of a requirement of this RFP.

3.8 Request for Information (RFI)

Vendors are encouraged to ask questions during the open RFP period. All questions shall be in writing and submitted to the listed Ed Tech JPA contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the Ed Tech JPA. All responses shall be in writing by an authorized Ed Tech JPA employee or their designated representative. Responses to all RFIs received will be posted on the Ed Tech JPA Website. It is Vendor's responsibility to monitor the Ed Tech JPA website for RFI Responses, RFP Amendments, changes, updates, revisions and/or uploaded documents.

3.9 Amendments to the RFP

During the RFP period, the Ed Tech JPA may amend the RFP. Amendments to the RFP and/or calendar of events will be posted at

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

3.10 Limits of the RFP

Ed Tech JPA reserves the right to reject all proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a proposal shall be entirely the responsibility of the Vendor and shall not be chargeable directly or indirectly to the Ed Tech JPA, its Founding or Associate Members, or Eligible Entities.

3.11 Public Records Act

All records, documents, drawings, plans, specifications and other materials submitted by Vendor in its proposal, during the procurement process, and during the course of any work awarded shall become the exclusive property of Ed Tech JPA and may be **deemed public records** and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Ed Tech JPA's use and disclosure of its records are governed by this Act. Ed Tech JPA will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. Ed Tech JPA will endeavor to inform Vendor of any request for the disclosure of such information. Under no circumstances, however, will Ed Tech JPA be responsible or liable to Vendor or any other party for the disclosure of any such labeled information. Vendors that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at Ed Tech JPA's discretion, be deemed non-responsive; and such information shall be deemed public records. Ed Tech JPA will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate Vendor shall indemnify, defend and hold harmless Ed Tech JPA in such litigation. Ed Tech JPA reserves the right to withhold information for review by competitors until after it has completed its evaluation.

4.0 Evaluation and Award

4.1 General Information

Award will be made to the Vendor(s) offering an advantageous proposal for electronic document routing systems and related services. Ed Tech JPA shall not be obligated to accept the lowest priced proposal(s), but will make an award(s) in the best interest of the Associate Members and Founding Members after all factors have been evaluated. Ed Tech JPA may make awards to multiple vendors. All proposals received in response to this RFP will receive a fair and impartial evaluation by the Ed Tech JPA. In conducting this evaluation, Ed Tech JPA and Associate Members may obtain and use information, in addition to that contained in the proposals, from any source desired. Customers on each Vendor's reference list may be contacted, as may other customers selected by the Ed Tech JPA and listed by Vendor as a reference.

Ed Tech JPA shall make its evaluation in its sole discretion and its decision to award a Master

Agreement(s) shall be final. Thereafter, Founding Members and Associate Members electing to purchase pursuant to an awarded Master Agreement shall use their discretion in evaluating and selecting a product. The Public Contracts Code section 20118.2 shall guide both the Ed Tech JPA's evaluation of proposals and Master Agreement negotiations, as well as Eligible Entities' selection of vendor, and Purchase Agreement negotiations associated with this Request for Proposals.

4.2 Requirements

Vendors must meet all of the essential requirements defined in this RFP, including compliance with performance, licensing requirements, ability to deliver specified services, conformance to the terms and conditions of this RFP, meeting mandatory system requirements, performance expectations, contract requirements and general terms. Vendors that do not meet the minimum requirements may be disqualified. All essential requirements shall be denoted with two asterisks (**).

4.2.1 Permits and Licenses

Vendor and all of the Vendor's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.

4.2.2 Delivery and Installation Requirements

All items shall be F.O.B. Destination to delivery locations specified in the Site Delivery List. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid by Ed Tech JPA or Participating Associate Members. Actual delivery of products shall be coordinated with Participating Associate Member. Pallets and boxes must be broken down and disposed of by Vendor.

4.2.3 Fingerprinting

If applicable, all contractors, including subcontractors shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participating Associate Member Board policies to ensure that no contractor employees or employees of subcontractors who may come in contact with Participating Associate Member pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c). During the term of the Agreement, the contractor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1, including fingerprinting when Participating Associate Member determines that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils. If the contractor, or its subcontractors, fails or refuses to comply with this provision, such failure or refusal shall be considered sufficient cause for disqualification from further award considerations. If such failure or refusal to comply occurs after the Purchase

Agreement is executed, Participating Associate Member may terminate the Agreement, in whole or part with no penalty.

4.3 Scoring, Interviews & Vendor Presentations

Qualifying Vendors will be evaluated on their complete proposal, based on the following considerations:

Vendor Support and Ability to Perform
Technology Requirements
Functionality and Usability
Price

Vendors must meet all essential requirements to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks ().**

Ed Tech JPA reserves the right to 1) conduct in-person interviews and/or require a formal presentation for all or a portion of the responding Vendors, 2) visit one (1) or more of the Vendor's current customer sites, and conduct discussions with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prior to award, Vendors may be asked to submit best and final offers. Vendors shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, Ed Tech JPA will not disclose information derived from proposals submitted by competing firms.

Participating Associate Members reserve the right to 1) conduct in-person interviews and/or require a formal presentation 2) visit one (1) or more current customer sites, and conduct discussions with all or a portion of the Vendors with a current Master Agreement in place with Ed Tech JPA.

4.4 Contract and Warranties

Following the Award of the Master Agreement pursuant to this RFP, Participating Associate Members may enter into a Purchase Agreement with a selected Vendor to deliver the proposed products and services. The resulting agreement shall conform to the terms and conditions set forth in this RFP and Ed Tech JPA's standard Purchase Agreement. Copies of Ed Tech JPA's standard Master Agreement and the Purchase Agreement are included in Appendix A of this document. Any exceptions or proposed alterations to conditions and requirements defined in this document and Ed Tech JPA's standard agreements must be included in Vendor's proposal.

The Selected Vendor will guarantee that the proposed products and services shall conform in all material respects to Ed Tech JPA's specifications in this RFP and the Selected Vendor's documentation accompanying or referred to in this RFP.

If a Master Agreement is awarded as a result of this procurement process, all warranties made by the Selected Vendor, including the Vendor's response to the RFP, this RFP and any attachments, bulletins, supporting documentation, or addenda to the RFP shall be incorporated into the Master Agreement and shall be binding upon the Selected Vendor, both pursuant to the Master Agreement and in the execution of Purchase Agreement(s) with Participating Associate Members. This RFP, and Addenda issued, the Selected Vendor's Proposal, and all supporting documentation will become a part of the Master Agreement and all subsequent Purchase Agreements. Any Proposal attachments, documents, letters, and materials submitted by the Vendor shall be binding and may be included as part of the Master Agreement and Purchase Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the Agreement terms and conditions will be necessary.

4.5 Covenant Against Gratuities

Vendor warrants by signing and submitting its proposal in response to this RFP that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Ed Tech JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

For breach or violation of this warranty, Ed Tech JPA shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the Ed Tech JPA or its Members in procuring on the open market any services which Vendor agreed to supply shall be borne and paid for by Vendor. The rights and remedies of Ed Tech JPA or its Members provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement or Purchase Agreement.

5.0 Technology Requirements

The technology requirements are outlined in the attached Proposal Form ("Proposal") included herein as Attachment 1.

6.0 Rules

The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with Participating Associate Members. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job, and possible back charges for Participating Associate Members' direct costs.

6.1.1 Participating Associate Member is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the Participating Associate Member grounds.

6.1.2 Vendor agrees to abide by all applicable City laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the City.

6.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or Participating Associate Member property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct or indirect involvement with the Vendor.

6.1.4 No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.

6.1.5 No pets are allowed on Participating Associate Member property.

6.1.6 Fraternalization or other contact with students is strictly forbidden.

6.1.7 Any Vendor working on a site where students are present when Participating Associate Member has determined that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils must supply the Participating Associate Member with certification that all employees on the project have been fingerprinted and approved per state law and Participating Associate Member Board policy. Vendor must agree to abide by all Participating Association Member policies to enforce the safety of students.

6.1.8 The Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Appendix B).

6.1.9 Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a safe manner until properly disposed of.

6.1.10 Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as needed.

6.1.11 Participating Associate Member has a **Zero Tolerance Policy** that will be enforced towards Negative or Questionable Conduct or behavior.

6.1.12 While on Participating Associate Members' property and/or project area there will be **No Fraternizing** by the Vendor's workforce with anyone outside the project's construction forces.

6.1.13 Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

6.1.14 Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.

6.1.15 **“Cruising” or “Loitering” on Participating Associate Member property or job site is not permitted** at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participating Associate Members’ property until the next Work Call.

6.1.16 Vendor or its employees or associates are not allowed to be in any area of the Participating Associate Members’ property that has not been specifically authorized by Participating Associate Member or its designee without an official and designated escort.

6.1.17 Vendor will remove and replace all furniture and equipment as required. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: the greatest care is to be taken in all cases where dealing with Participating Associate Member equipment. Any damage is at the Vendor’s expense. Vendor must notify Participating Associate Member two (2) days in advance when personal items must be removed or may be affected by the Vendor.

6.1.18 Vendor shall maintain the project area in the highest state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

6.1.19 Vendor shall indemnify and hold harmless Ed Tech JPA, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney’s fees.

6.1.20 Vendor shall indemnify and hold harmless Participating Associate Member, its Board of Trustees, officers, agents, and employees from all actions, claims or demands arising from its work under the Agreement and any all resulting loss, damages, costs or attorney’s fees.

6.1.21 Vendor, when required by law, and at the request of Participating Associate Member, shall pay prevailing wages.

6.1.22 Based on the installation plan supplied to the Participating Associate Member for a particular site or sites, the Participating Associate Member may require the Provider to obtain a payment bond, a performance bond, or both.

6.1.23 Each Associate Member of Ed Tech JPA may have additional Rules, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member and/or Founding Member that contracts with it.

7.0 Proposal Format

All Proposals shall be submitted on the attached Proposal Form, provided as Attachment

1. These instructions prescribe the mandatory Proposal Form and the approach for the development and presentation of Proposal information. Proposal Form instructions must be adhered to, all questions must be answered, and all requested data must be supplied. Vendor response to each of the minimum requirements in this RFP is required. Failure to respond or non-adherence to any minimum requirement in this section may be cause for the Proposal to be rejected.

Vendor shall submit a Proposal Form with all information requested. The Proposal should be as clear, complete, and consistent as possible. Some items in this section request a direct response or supporting information from the Vendor. Other items are written as statements of compliance. Vendor must confirm compliance/conformance to all statements in its response. All sections and subsections must be addressed. All documents requiring Vendor signature shall be executed by a duly authorized representative of Vendor.

In addition to responding to the defined minimum requirements, Ed Tech JPA encourages Vendor to submit information about additional functionality or services not specifically requested in the RFP and documentation to support the claims in the proposal. Vendor's proposal should be constructed to provide a complete picture of the features of the proposed solution, the Vendor's ability to perform, and functionality or services that may distinguish the proposed solution from other competitive offerings. Proposals will be evaluated both on the satisfaction of Ed Tech JPA's minimum requirements, as well as the additional information submitted by Vendors to depict their complete solutions. Additional material may be submitted with the proposal as appendices. No brochures or marketing materials will be considered when scoring Proposals. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified.

Vendors must meet all essential requirements in each Section completed in Vendor's response to be awarded a Master Agreement pursuant to this RFP. Essential requirements are denoted with two asterisks (). If Vendor does not offer aspects of a solution Vendor may leave the Section asking for details about the Products not offered blank, and make a note "Not Included".**

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 Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- 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 Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement.

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, not later than sixty (60) days after order. 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. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. 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 automatically take effect upon 30 day 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 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:
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

The obligations of the VENDOR pursuant to this MA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA.

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
President of the Board

By:
Its:

Date

Date

Exhibit A

ED TECH JPA Pricing

Exhibit B

Usage Report Template

Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/Products Purchased	Total Purchase Price	JPA Administrative Fee (4% of Purchase Price)	Notes

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, (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

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 Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- 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

The obligations of the VENDOR pursuant to this PA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA and Participating Associate Member.

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 **five (5)** 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: _____

Its: _____

Date

By: _____

Its: _____

Date

20-41/4406025.1

Exhibit A

Order Information and Implementation Plan

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

W-9

Insurance Requirements Acknowledgement

Minimum Price Guarantee Acknowledgment

Administrative Fee Acknowledgment

Rules Acknowledgement

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)
- ☐ 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)
- ☐ California Student Data Privacy Agreement (Appendix E)
- ☐ Proposal Form (Attachment 1)

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



--	--

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

--

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 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

--	--

**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

--	--

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 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 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:

I,

--

(name)

certify that:

--

(Name of Vendor)

1. has carefully read and understand 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

--	--

W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Insurance Requirements Acknowledgement

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.

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

--	--

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.

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date
<div></div>	<div></div>
Vendor Legal Name	
<div></div>	
Name	Title
<div></div>	<div></div>



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. 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

--	--



Rules Acknowledgement

I hereby agree to the Rules specified in Section 6.0 of this RFP.

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

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 system to meet the requirements specified in this RFP.

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

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, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	<i>Including but not limited to: Updated training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			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 (<i>Indicate Flat Cost or Per Student, Staff, User, etc.</i>)	Estimated Total Cost (<i>Years 1-5</i>)
SaaS Solution	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Maintenance and Support			Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Upgrade & Update Costs	<i>Including but not limited to: Updated training materials and release notes.</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Other	<i>Please Describe:</i>		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			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 system to meet the requirements specified in this RFP.

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

Appendix D: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)

Sample Reports and Training Materials

Additional Resources that Support the Proposal

Appendix E: California Student Data Privacy Agreement

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

AND

Provider:

Date:

This California Student Data Privacy Agreement ("DPA") is entered into by and between the

SCHOOL DISTRICT

(hereinafter referred to as "LEA") and

VENDOR

(hereinafter referred to as "Provider") on the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated

Date

("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

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 transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

DESCRIPTION

3. Student Data to Be Provided. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. 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 term used in the Service Agreement.

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 Agreement 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 LEAs as it pertains to the use of Student

Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. Parent Access. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. Third Party Request. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. Subprocessors. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. Privacy Compliance. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. Annual Notification of Rights. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), 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 data.

4. Unauthorized Access Notification. LEA shall notify Provider promptly of any known or suspected 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 state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. Authorized Use. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. Employee Obligation. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. No Disclosure. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.3 I(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall

not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. Passwords and Employee Access. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local

ordinances.

b. Destruction of Data. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. Security Protocols. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. Employee Training. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. Security Technology. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. Security Coordinator. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an

unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

- 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.
- v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

- i.** Information about what the agency has done to protect individuals whose information has been breached.
- ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law 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.

e. 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 copy of said written incident

response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. 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 PRIVACY 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 this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. Term. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data..

2. 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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. Effect of Termination Survival. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section I(b), and Article II, section 3, above.

4. Priority of Agreements. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid,

sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name	Title

Contact Information

Address: Telephone: Email:

The designated representative for the Provider for this Agreement is:

Name	Title

Contact Information

Address: Telephone: Email:

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name	Title

Contact Information

Address:
Telephone:
Email:

6. Entire Agreement. This DPA constitutes 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.

7. 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.

8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Authority. Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. Waiver. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. 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 WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider:

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BY:

Date:

--	--

Printed Name:

Title/Position:

--	--

Local Education Agency:

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BY:

Date:

--	--

Printed Name:

Title/Position:

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Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system		Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, use of cookies etc.	<input type="checkbox"/>		Demographics	Date of Birth	<input type="checkbox"/>
	Other application technology meta data. Please specify:				Place of Birth	
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>			Gender	
Assessment	Standardized test scores	<input type="checkbox"/>			Ethnicity or race	
	Observation data				Language information (native, preferred, or primary language spoken by student)	
	Other assessment data. Please specify:				Other demographic information. Please specify:	
Attendance	Student school (daily) attendance data	<input type="checkbox"/>		Enrollment	Student school enrollment	<input type="checkbox"/>
	Student class attendance data				Student grade level	
Communications	Online communications	<input type="checkbox"/>			Homeroom	

	that are captured (emails, blog entries)					
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>			Guidance counselor	
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>			Specific curriculum programs	
Schedule	Student scheduled courses	<input type="checkbox"/>			Year of graduation	
	Teacher names				Other enrollment information. Please specify:	
Special Indicator	English language learner information	<input type="checkbox"/>	Parent/Guardian Contact Information	Address	<input type="checkbox"/>	
	Low income status			Email		
	Medical alerts/health data			Phone Number		
	Student disability information			State ID number		
	Specialised education services (IEP or 504)		Student Contact Information	Address	<input type="checkbox"/>	
	Living situations (homeless/foster care)			Email		
	Other indicator information. Please specify:			Phone		
Student Name	First and/or Last	<input type="checkbox"/>	Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	

Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>		Student In App Performance	Program/application performance (ex: typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>		Student Work	Student generated content: writing, pictures, etc.	<input type="checkbox"/>
	State ID number				Other student work data. Please specify:	
	Provider/App assigned student ID number			Transcript	Student course grades	<input type="checkbox"/>
	Student app username				Student course data	
	Student app passwords				Student course grades/performance scores	
					Other transcript data. Please specify:	
Transportation	Student bus assignment	<input type="checkbox"/>		Other		<input type="checkbox"/>
	Student pick up and/or drop off location					
	Student bus card ID number					
	Other transportation data. Please specify:				Please list each additional data element used, stored, or collected by your application.	

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "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 primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means

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

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education 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 off pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data

shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

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 pupil records. However, for the purpose of this Agreement, 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

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directs

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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:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p>___ Partial. The categories of data to be <u>disposed of</u> are as follows:</p> <p>___ Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p>Destruction or deletion of <u>data</u>.</p> <p>Transfer of data. The data <u>shall be</u> transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider <u>shall destroy or delete</u> all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p>___ As soon as <u>commercially practicable</u></p> <p>___ By (Insert Date)_____</p>

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

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

LEA

and which is dated

Date



to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit B to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider:

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BY:

Date:

--	--

Printed Name:

Title/Position:

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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.

Subscribing LEA:

LEA:

--

BY:

Date:

--	--

Printed Name:

Title/Position:

--	--

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name

Title

--	--

Contact Information

Address:

Telephone:

Email:

<p>Address:</p> <p>Telephone:</p> <p>Email:</p>

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

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Attachment 1: Proposal Form

Contractor Information

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

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 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 an Electronic Document Routing Solution Platform and related services for similarly sized K-12 education 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. 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 product is in operational use, actively supported by vendor in at least five (5) K-12 or government organizations.			

Provide customer references for at least five (5) K-12 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	
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	
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	
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	
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	
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 system can transfer data from the Participating Associate Members' system to the new system seamlessly and accurately. 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 that must be in place prior to implementation.

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

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

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1.12.11 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.

--

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

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1.12.13 Vendor confirms that should the awarded Vendor be a new vendor, the Vendor shall coordinate with the previous vendor for implementation of the new system. Describe Vendor approach and services supporting customer transitions from incumbent document routing systems to ensure minimal interruption. **

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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 6am 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 Member. 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.

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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.

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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.

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

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

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

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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 an upcoming, future release (“P”). 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.

2.1 General

	Yes	No	P	Comments
2.1.1 Confirm that the system 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 (VM Ware, Hyper V).

2.1.4 Specify whether the system is web/cloud-based or on-premise.

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

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

2.1.4.3 If the system is web/cloud-based, describe any browser or application requirements including: supported browsers and minimum versions, dependencies on Flash or other third-party software. Please note any browser specific limitations to the functionality provided by the Solution.

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

2.1.6 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.

2.1.7 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 Performance and Reliability

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

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

2.2.3 State uptime for the system 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.

2.2.4 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.

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

2.2.6 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.

2.2.7 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.

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

2.3 Upgrades and Maintenance

2.3.1 Confirm that the system 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, test and training environments for Participating Associate Members under this agreement. Participating Associate Members may request a testing database that is refreshed nightly from production data, where new releases can be previewed and modifications tested prior to application to production. A training database should provide a de-identified/scrambled data set for use in conducting training and developing internal training documents.

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 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). **

2.4.3 Provide a list of all Student Information Systems (“SIS”), Financial, and Notification Systems that Vendor’s proposed solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Bitech, Business Plus, Schoolloop, SchoolMessenger, Blackboard). For each, please provide a brief describe the level of integration and how frequently the system can pull/refresh data from these data sources. For systems that rely on data FROM the Electronic Document Routing System, 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, including available file format options.

2.5 Security

	Yes	No	P	Comments
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 system prevents users from accessing information on students that they are not directly involved with. If the system 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 system can enforce.				

2.5.3 Confirm that Ed Tech JPA and Associate Members may review Vendor internal and/or 3 rd 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 system 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 system 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 system 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 system 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 California Student Data Privacy Agreement (included in Appendix E of this RFP). **				

2.5.11 Indicate if the system can be integrated with platforms for authenticated user permission assignment. Specify which platforms the system can be integrated with (such as Active Directory or G-Suite).

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

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

--

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

--

2.6 Additional Technical Requirements

	Yes	No	P	Comments
2.6.1 Confirm that the Solution is storage independent and allows images to be stored anywhere on the network or to Network Attached Storage (NAS), Storage Area Network (SAN), or near line storage. **				
2.6.2 Confirm that the Solution can integrate with other Open Database Connectivity (ODBC) or Object Linking and Embedding Database (OLEDB) applications. **				
2.6.3 Confirm that the Solution can support the ability to create a manually initiated database lookup to any ODBC or OLEDB database system for the purposes of indexing documents based on key fields. **				

2.6.4 Confirm that the Solution allows users to create multiple databases that are securable, including the storage of sensitive PII in encrypted fields or tables. **				
2.6.5 Confirm that the Solution offers a web interface capable of supporting dynamic URL parameters to integrate with our current web portal.				

2.6.6 List all server platforms the Solution is certified to run on (ie: Microsoft SQL Server).

2.6.7 List the operating systems that the Solution supports (Windows 7, Windows 10, Mac OS and iOS).

2.6.8 Describe the capability of the Solution to easily and seamlessly integrate with Windows based applications.

2.6.9 Describe the Solution's Web Application Programming Interface (API) that allows programmatic access to common tasks including search, retrieval, upload, and index.

Part 3 Functionality and Usability

This section should include an in-depth description of the Document Routing System. The list below indicates minimum requirements that must be addressed by Vendor's response. However, it is essential that Vendors respond in a way that demonstrates the full feature set of the Document Routing System and its usability.

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 an upcoming, future release ("**P**"). 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 functionality is not available.

Please indicate below which Document Routing System features Vendor is proposing. Indicate whether the feature may be licensed individually or whether it must be combined with other features 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.

Module	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)
Document Routing				
Mobile Access				
Form Distribution & Delivery				
Web-Based Forms				

3.1 User Experience/Interface

	Yes	No	P	Comments
3.1.1 Confirm that the Solution offers intuitive navigation with minimal training needed. **				
3.1.2 Confirm that the Solution offers efficient navigation with minimal clicking required to complete key tasks. **				
3.1.3 Confirm that the Solution provides an easy to use graphical user interface, preferably web-based, for creating online forms and workflows. **				
3.1.4 Confirm that the Solution provides a library of commonly used fields for creating and maintaining the indexing structure. **				
3.1.5 Confirm that the Solution provides the ability to create type ahead, user alterable pick lists as well as unalterable drop-down lists. **				
3.1.6 Confirm that the Solution can create dynamic picklists where the value from one list chosen determines the resulting set of values on another list. **				
3.1.7 Confirm that the Solution can provide multiple viewing capabilities including full page and full width. **				
3.1.8 Confirm that the Solution can zoom in and out on an image.				
3.1.9 Confirm that the Solution includes annotation tools and redaction capabilities. **				
3.1.10 Confirm that the Solution includes eSign compliant means for applying signatures.				
3.1.11 Confirm that the Solution supports the ability to cut and paste data from one form to another. **				

3.1.12 Confirm that the Solution provides drag and drop capabilities from external sources (i.e desktop, MS Office Suite).				
3.1.13 Confirm that the Solution supports system generated fields such as date entered, entered by, and page count. **				
3.1.14 Confirm that the Solution can open multiple forms at one time and allow simultaneous viewing across multiple screens. **				
3.1.15 Confirm that the Solution has the ability to interface with Participating Associate Member financial system and student data system. These are most likely two different solutions for each Participating Associate Member.**				

3.1.16 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.

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

3.2 Form Capture and Processing

	Yes	No	P	Comments
3.2.1 Confirm that the Solution allows for web-based form data entry, processing and completion. Confirm that Platform uses industry standard web technologies, security protocols (SSL/TLS) and supports both mobile and standard clients. **				
3.2.2 Confirm that the Solution allows for form routing, with steps logic based on data entered in the form. **				

3.2.3 Confirm that the Solution allows for easy method of re-routing forms for processing in the event of a business process change, absence of authorized approver and/or the need for an additional approval. **				
3.2.4 Confirm that the Solution allows for an administrative view in which all the status of all active, approved, denied, abandoned and delayed forms can be determined. Confirm that this view identifies user of the last step and the current step (if applicable). **				
3.2.5 Confirm that the Solution is capable of capturing data and forms using either XML or CSV import. **				
3.2.6 Confirm that the Solution provides an internal data validation lookup capability to assist with data entry.**				

3.3 Forms Searching

	Yes	No	P	Comments
3.3.1 Confirm that the Solution provides users with an easy to use search for forms, include search by form type, approver, form initiator, date approved/denied, as well as other attributes. **				
3.3.2 Confirm that the Stored Search creation must support Boolean operators including: equals to, not equals to, contains, does not contain, greater than or equal to, etc. **				
3.3.3 Confirm that the Solution provides content based searching including: Boolean logic, proximity, numeric range and wildcard based searches. **				
3.3.4 Confirm that the Solution can group search criteria for AND/OR based searching. **				
3.3.5 Confirm that the Solution provides the ability to do wildcard searches. **				

3.3.6 Confirm that the Solution provides multi value search capabilities. **				
3.3.7 Confirm that the Search results can be sorted on the fly. **				
3.3.8 Confirm that the Solution supports record retention capabilities with the option to export data and create standard, as well as custom forms. **				

3.4 Workflow

	Yes	No	P	Comments
3.4.1 Confirm that the Solution has ability to perform unlimited approval routing of forms. **				
3.4.2 Confirm that remote users have the ability to trigger workflow activities such as approvals or automated reviews. **				
3.4.3 Confirm that the Solution provides an easily configurable workflow interface for automating routing processes. **				
3.4.4 Confirm that the Solution includes the ability of Administrator, within the organization, to alter, revise, adjust workflow path. **				
3.4.5 Confirm that the Solution can create flexible conditions for triggering workflow events. **				
3.4.6 Confirm that the Solution can move form from one location to another within the system. **				
3.4.7 Confirm that the Solution can set or change index values of a document based on predefined conditions. **				
3.4.8 Confirm that the Solution can match documents of a like value which must travel together as part of a workflow process. **				

3.4.9 Confirm that the System can send automated email notifications to both internal users and external non-users. **				
3.4.10 Confirm that the Email notifications can contain variable index data regarding the document or its status. **				
3.4.11 Confirm that email notifications are able to include copies of documents in PDF form. **				
3.4.12 Confirm that email notifications are able to optionally include a hyperlink to the document store within the system. **				
3.4.13 Confirm that the Solution can automatically export data to Excel or CSV format for direct feed to third party applications. **				

3.5 Mobile Access

	Yes	No	P	Comments
3.5.1 Confirm that the Solution provides a secure mobile access component for users outside of the network. **				
3.5.2 Confirm that the Solution is cross platform compliant including the ability to run on Microsoft Internet Explorer, Firefox, Chrome or Safari. **				
3.5.3 Confirm that the Solution provides users mobile access with native applications for both the iOS and Android platforms. **				
3.5.4 Confirm that the Solution has an API for linking records stored within the system to third party business applications. **				
3.5.5 Confirm that remote users have the ability to view both data and documents in a remote session. *				

3.5.6 Confirm that remote users have the ability to annotate records. **				
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3.6 Security

	Yes	No	P	Comments
3.6.1 Confirm that the Solution is able to encrypt data in transit via SSL/TLS and provide a solution for encryption at rest of designated data (SSN, PII, etc). **				
3.6.2 Confirm that the Solution does not maintain its own set of users and groups. **				
3.6.3 Confirm that the Solution provides database level security to restrict users without database level permissions. **				
3.6.4 Confirm that the Solution provides folder level security so that secured repositories cannot be seen by users who lack the proper permissions. **				
3.6.5 Confirm that the Solution provides feature level security restricting the ability to view, print, export, or otherwise access specified workflows. **				
3.6.6 Confirm that the Solution includes revision control capabilities including the ability to publish or unpublish form revisions. **				
3.6.7 Confirm that the Solution can restrict the viewing of forms by users or user groups. **				
3.6.8 Confirm that users are not able to circumvent the application and access form data from the network or via Structured Query Language (SQL) tools. **				
3.6.9 Confirm that the Solution provides feature access permissions to lock down delete, print, email, export, launch, etc. **				

3.6.10 Confirm that the System has a form/workflow history/audit trail feature to track actions done in the System. **				
3.6.11 Confirm that the Solution allows for both District Users as well as Community Users (contractors, parents, etc). **				

3.7 Form Distribution and Delivery (print and email)

	Yes	No	P	Comments
3.7.1 Confirm that the Solution can display and/or print by single page, page range or current page. **				
3.7.2 Confirm that the Solution can size the image to page when printing. **				
3.7.3 Confirm that the Solution can support printing and scaling of a selected image area. **				
3.7.4 Confirm that the Solution can render forms to PDF and attach to Outlook. **				
3.7.5 Confirm that the Solution can send variable emails when a form is entered into the system. **				
3.7.6 Confirm that the Solution can perform conditional based notification and routing. **				

3.8 Web-based Forms

	Yes	No	P	Comments
3.8.1 Confirm that the Solution includes a web-based form tool allowing users to fill out and submit a web form, creating a document in the document management repository. **				
3.8.2 Confirm that the web-based forms tool overlays form data onto any template PDF, creating the resulting document. **				

3.8.3 Confirm that the web-based form tool provides a drag and drop form designer for web form creation, requiring no knowledge of HTML and no manual coding.				
3.8.4 Confirm that the web-based form tool easily allows for data to be pre-populated from other database sources (ie: Colleague).				
3.8.5 Confirm that the web-based form tool provides the ability to integrate form data with any other business database backend (ie: Colleague).				
3.8.6 Confirm that the Web-based form tool provides a rules engine to dynamically change the form behavior based on choices made by the form filler.				
3.8.7 Confirm that the Web-based form tool allows for themes and templates to simplify web form creation.				
3.8.8 Confirm that the Web-based forms tool supports web form workflows, allowing multiple users to complete their portion of a form, with full security controlling form section access, and a task list showing their outstanding tasks. **				
3.8.9 Confirm that the Web-based forms tool supports authentication/authorization user permission for form filling and design authentication (ie: Active Directory, G-Suite), but also support the manual creation of users as needed . **				
3.8.10 Confirm that the Web-based forms tool supports unlimited forms creation and unlimited forms submission at no additional charge **				
3.8.11 Specify which database sources the Solution can interface with for data pre-population (such as Colleague).				

3.8.12 Specify which database backend the Solution can interface with to integrate form data (such as Colleague).

3.9 Scalability

	Yes	No	P	Comments
3.9.1 Confirm that the Solution can scale from 10-1000 concurrent users.				
3.9.2 Confirm that the Solution can utilize multifunctional devices as an entry point for workflow automation.				

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 system be down or performance degraded to render the system 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 system and all pricing quoted includes all activities necessary for a complete, turn-key system.**			

4.4 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. **

4.5 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. **

--

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

--

4.7 Describe how growth and site changes will impact the price.

--

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

--

4.9 The maintenance and licensing fee shall not begin until the solution has been tested and accepted by the Participating Associate Member. 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.

--

*** End of Proposal Form ***

**ED TECH JPA PURCHASE AGREEMENT:
RFP No. 18/19-04 Electronic Document Routing Solution**

This Purchase Agreement (this "PA"), is made as of July 1, 2021 (the "Effective Date"), by and between the Oakland USD ("PARTICIPANT") and Emics dba InformedK12 ("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 March 22, 2019, ED TECH JPA issued a Request for Proposal for Electronic Document Routing Solutions (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 Electronic Document Routing Solution (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 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

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:

- A. Deleted Equipment has been discontinued and is no longer available from the manufacturer;
- B. Added Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- 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: Emics dba InformedK12
ATTN: Sarah Chou
ADDRESS: 230 California St, San Francisco CA 94111
EMAIL: sarah@informedk12.com
PHONE: 929-322-4255
- B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
NAME: Oakland USD
ATTN: Susan Beltz
ADDRESS: 1000 Broadway, Suite 300, Oakland CA 94607
EMAIL: susan.beltz@ousd.org
PHONE: 510-879-8873
- 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

The obligations of the VENDOR pursuant to this PA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA and Participating Associate Member.

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 two (2) 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.

Oakland USD

Emics dba InformedK12

By:
Its:

By: Sarah Chou
Its: Co-Founder and CEO

Date

Date

20-41/4406025.1

Approved as to form by OUSD
Staff Attorney Joanna Powell
on 6/4/21.



Exhibit A

Order Information and Implementation Plan

ADDENDUM TO MASTER AGREEMENT

This ADDENDUM TO MASTER AGREEMENT ("Addendum") by and between Informed K12 ("Vendor") and EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY ("Ed Tech JPA"), is entered into on October 22, 2020 (the "Effective Date"), with reference to the facts set forth below. VENDOR and ED TECH JPA agree to amend the terms and conditions of the Master Agreement, upon and subject to the terms and conditions of this Addendum. In the event of a conflict of terms between the Master Agreement and this Addendum, this Addendum shall prevail. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement and in RFP No. 18/19-04 Electronic Document Routing.

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Vendor and Ed Tech JPA hereby agree as follows:

1. Section 15 of the Master Agreement shall be revised to read as follows:

"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.

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.”

2. **Continuing Effect.** Except as otherwise expressly modified herein, all terms and conditions of the Master Agreement shall remain in full force and effect. To the extent there is a conflict between this Addendum and the Master Agreement, this Addendum shall control.

3. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, VENDOR and ED TECH JPA have executed this Addendum to Master Agreement as of the Effective Date.

**Education Technology Joint Powers
Authority**

Signature: 


Name: Brianne Ford _____

Title: President _____

Date: 10/24/2020

Informed K12

Signature:

Name:  _____

Head of Finance & Operations
Title: _____

Date: 10/22/2020



AGENDA REGULAR MEETING GOVERNING BOARD ED TECH JPA

1:00 P.M. May 30, 2019

Ed Tech JPA will hold a Board meeting on May 30, 2019, 2019 at 1:00PM at 5050 Barranca Parkway, Irvine, CA 92604; 33122 Valle Road, San Juan Capistrano, CA 92675.

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	John Morgan
Secretary	Jeremy Davis
Treasurer	Michael Johnston

Board of Directors Founding Members

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	John Morgan/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam

Other

Francie Heim, Consultant
Mark Williams, Fagen Friedman & Fulfroost LLC
Meg Keaney, Fagen Friedman Fulfroost LLC

Agenda

1. Determination of a quorum and call to order.
2. Approval of minutes of the previous regular meeting and the previous special 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.



4. Approval of the Agenda

5. Treasurer Report

Michael Johnston will provide an update to the board.

6. Consent Agenda

No consent agenda at this time.

7. Unfinished and old business

A. RFP Process

- a. Update on RFPs issued or in progress
- b. Board members and staff will provide updates

B. Vendor and Member outreach and education process

- a. Board members and staff will provide updates

C. Federal purchasing Requirements

- a. F3 will provide information on federal purchasing requirements, specifically as they relate to the JPA.

New Business (Action Items)

8. Public Hearing: Ed Tech JPA 2019-20 Budget

Background information: The California Education Code requires the Board to conduct a Public Hearing on its fiscal year budget prior to its adoption of said budget. On May 30, 2019, the Board has scheduled a Public Hearing for the 2019-20 Adopted Budget at 1:15 p.m. The Public Hearing will be held at the Irvine Unified School District Office, 5050 Barranca Parkway, Irvine, California, 92604. The Budget Adoption is scheduled to be brought to the Board for consideration at the next regularly scheduled Board meeting.

Recommendation: Hold a public hearing and consider all comments regarding the 2018-19 Budget.

9. Approve Award of RFP No. 18/19-04 Electronic Document Routing Solution

9.a. Background information:

RFP No. 18/19-04 Electronic Document Routing Solution was conducted pursuant to Board approval at the February 7, 2019 Board meeting. Companion Data Services, LLC dba docfinity submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-04 Electronic Document Routing Solution to Companion Data Services, LLC dba docfinity, and other qualifying vendors, as approved by the board.

9.b. Background information:

RFP No. 18/19-04 Electronic Document Routing Solution was conducted pursuant to Board approval at the February 7, 2019 Board meeting. Emics, Inc dba Informed K12 submitted a Proposal that meets the minimum qualifications.



Recommendation: Approve the award of RFP No. 18/19-04 Electronic Document Routing Solution to Emics, Inc dba Informed K12, and other qualifying vendors, as approved by the board.

10. Approve issuance of RFP

10.a. Background information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Media Repository Solution

Recommendation: Approve the RFP with scoring criteria and administrative fee as presented.

Motion:

10.b. Background information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Help Desk System

Recommendation: Approve the RFP with scoring criteria and administrative fee as presented.

Motion:

10.c. Background information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Absence Tracking and Substitute Placement System

Recommendation: Approve the RFP with scoring criteria and administrative fee as presented.

Motion:

10.d. Background information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: College and Career Planning Platform

Recommendation: Approve the RFP with scoring criteria and administrative fee as presented.

Motion:

11. Establish a Subcommittee of the Board to Review Associate Member Applications

Background Information: The JPA requires a membership committee to review Associate Member Applications and recommend Associate Member approval to the Board.

Recommendation: Approve the Membership Committee.

Motion:

12. New Business (Non Action Items)



Closing Items

13. Personnel Items
14. Reports of the Executive Director and any special committees or advisory councils
15. Presentation of written communications
16. Scheduling of next regular meeting Thursday, June 27, 2019 at 1:00pm at Irvine USD
17. Adjournment.



**PUBLIC NOTICE OF PUBLIC HEARING ON THE 2019-20 ADOPTED BUDGET
FOR THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY**

Notice is hereby given that the Education Technology Joint Powers Authority (JPA) has prepared the 2019-20 Adopted Budget in accordance with California Education Code requirements, and documentation has been prepared to show that the JPA has reserves above the State recommended minimum.

The California Education Code requires the Board to conduct a Public Hearing on its fiscal year budget prior to its adoption of said budget. On May 30, 2019, the Board has scheduled a Public Hearing for the 2019-20 Adopted Budget at 1:15 p.m. The Public Hearing will be held at the Irvine Unified School District Office, 5050 Barranca Parkway, Irvine, California, 92604.

Any person wishing to comment on the budget may attend the Public Hearing and be heard and may also submit such comments in writing to the JPA on or before May 29, 2019.

**ED TECH JPA PURCHASE AGREEMENT:
RFP No. 18/19-04 Electronic Document Routing Solution**

This Purchase Agreement (this "PA"), is made as of July 1, 2021 (the "Effective Date"), by and between the Oakland USD ("PARTICIPANT") and Emics dba InformedK12 ("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 March 22, 2019, ED TECH JPA issued a Request for Proposal for Electronic Document Routing Solutions (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 Electronic Document Routing Solution (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 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

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:

- A. Deleted Equipment has been discontinued and is no longer available from the manufacturer;
- B. Added Equipment is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- 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: Emics dba InformedK12
ATTN: Sarah Chou
ADDRESS: 230 California St, San Francisco CA 94111
EMAIL: sarah@informedk12.com
PHONE: 929-322-4255
- B. The primary Participant contract manager for this Purchase Agreement shall be as follows:
NAME: Oakland USD
ATTN: Susan Beltz
ADDRESS: 1000 Broadway, Suite 300, Oakland CA 94607
EMAIL: susan.beltz@ousd.org
PHONE: 510-879-8873
- 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

The obligations of the VENDOR pursuant to this PA shall not be assigned by the VENDOR without prior written consent of Ed Tech JPA and Participating Associate Member.

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 two (2) 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.

Oakland USD

Emics dba InformedK12

By: _____

Its: _____

Date _____

Sarah Chou

By: Sarah Chou

Its: Co-Founder and CEO

06/04/2021

Date _____

20-41/4406025.1

Approved as to form by OUSD
Staff Attorney Joanna Powell
on 6/4/21.

Joanna J. Powell

Exhibit A

Order Information and Implementation Plan

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Oak Grove School District

AND

Provider:

Informed K12

Date:

01/08/2020

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the **Oak Grove School District** (hereinafter referred to as “LEA”) and Informed K12 (hereinafter referred to as “Provider”) on 01/08/2020 . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

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 transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, 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. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.
2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A”

hereto: Document management and automated workflows for digital forms

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **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 term used in the Service Agreement.

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 Agreement 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 LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil 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 pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing

functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), 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 data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected 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 state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and 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 LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill

the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
 - a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.
 - b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit “F” hereto. These measures shall include, but are not limited to:

- a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- h. **Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any

identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - 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.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - c. At LEA’s discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - d. Provider agrees to adhere to all requirements in applicable State and in federal law 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.
 - e. 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 copy of said written incident response plan.

- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. 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 PRIVACY 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 this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.
2. **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. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

- a. **Designated Representatives**

The designated representative for the LEA for this Agreement is:

Name: **Najeeb Qasimi**
Title: **The Director of IT**
Contact Information:
6578 Santa Teresa Blvd
San Jose, CA 95119
(408) 227-8300

The designated representative for the Provider for this Agreement is:

Name: Jennifer Bundy
Title: Head of Finance & Operations
Contact Information:
230 California St., Suite 601
San Francisco, CA 94111

jen@informedk12.com

- b. **Notification of Acceptance of General Offer of Terms.** Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Jennifer Bundy
Title: Head of Finance & Operations
Contact Information:
230 California St., Suite 601
San Francisco, CA 94111

jen@informedk12.com

6. **Entire Agreement.** This DPA constitutes 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.
7. **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.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, 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 IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, 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, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Informed K12

BY: Jennifer Bundy

Date: 01/08/2020

Printed Name: Jennifer Bundy

Title/Position: Head of Finance & Operations

Local Education Agency:

BY: Najeeb Qasimi

Date: 01/09/2020

Printed Name: Najeeb Qasimi

Title/Position: Director

EXHIBIT “A”

DESCRIPTION OF SERVICES

Per service agreement, provide an online document management and workflow platform for school district staff to transition processes happening on paper forms. The platform includes accounts for form managers and an online interface for approvers to review and sign documents.

The district has full authority to determine what data they are hosting on the platform through the online forms. Any forms can be uploaded to the platform and any type of data can be entered. Per our privacy policy and terms of use, children under 13 are not permitted to use the platform and any forms being directed to children under 13 should be sent to an email address owned by a parent or guardian. Students under 18 are not permitted to have accounts. Accounts are not required in order to fill out or submit a form.

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:	X
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	X
	Observation data	X
	Other assessment data-Please specify: any	X
Attendance	Student school (daily) attendance data	X
	Student class attendance data	X
Communications	Online communications that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
	Place of Birth	X
	Gender	X
	Ethnicity or race	X
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify: any	X
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	X
	Guidance counselor	X
	Specific curriculum program	X
	Year of graduation	X
	Other enrollment information-Please specify: any	X
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/health data	X

	Student disability information	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	X
	Other indicator information-Please specify: any	X
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
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	X
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	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data -Please specify: any	X
Transportation	Student bus assignment	X
	Student pick up and/or drop off location	X
	Student bus card ID number	X
	Other transportation data -Please specify: any	X
Other	Please list on the next page each additional data element used, stored or collected by your application	X

No Student Data Collected at this time _____.

* Provider shall immediately notify LEA if this designation is no longer applicable.

Other: Use this box, if more space is needed.

The platform is flexible and customizable to hold data for any form that the district chooses to put online, as long as it can be entered in a text box, drop down, or number field, or uploaded as an image or PDF file. This includes any form of student data that staff might be filling in during the course of submitting a form. Informed K12 does not directly collect data on children under 13 as they are not permitted to use the platform directly.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “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 primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

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

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of

instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal 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.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

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

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

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 pupil records. However, for the purpose of this Agreement, 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

_____ directs Informed K12 _____ 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:

<u>Extent of Disposition</u> Disposition shall be:	_____ Partial. The categories of data to be disposed of are as follows: _____ Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> Disposition shall be by:	_____ Destruction or deletion of data. _____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	_____ As soon as commercially practicable _____ By (Insert Date) _____

Authorized Representative of LEA

Date

Verification of Disposition of Data
by Authorized Representative of Provider

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 **Oak Grove School District** and which is dated 01/08/2020 to any other LEA ("Subscribing LEA") who accepts this 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 other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the 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 subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Informed K12

BY: Jennifer Bundy

Date: 01/08/2020

Printed Name: Jennifer Bundy

Title/Position: Head of Finance & Operations

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.

Subscribing LEA:

Approved as to form by OUSD staff attorney Joanna Powell on 6/4/21.

BY: Susan Beltz

Date: June 4, 2021

Printed Name: Susan Beltz

Title/Position: Chief Technology Officer

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Jennifer Bundy

Title: Head of Finance & Operations

Email Address: jen@informedk12.com

Pursuant to BP 3312, the agreement between Provider and Oakland Unified submitted as Legistar File ID 21-1592 and any subsequent renewals, constitute this separate Service Agreement between Subscribing LEA and Provider.

EXHIBIT “F” DATA SECURITY REQUIREMENTS