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## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** June 26, 2024

**Subject** Approval of Resolution No. 2324-0253 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Emics, Inc. dba InformedK12 Properly Entered Into Through the Education Technology Joint Powers Authority; and of the Purchase Agreement with Emics, Inc. dba InformedK12  
Contractor: Emics, Inc. dba InformedK12  
Services For: July 1, 2024 - June 30, 2027

**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** The Technology Services department has successfully used Emics, Inc., Oakland, CA, dba Informed K12 for over five years to enable the online completion and approval of a range of district forms and is using this firm going forward for the same services as previously provided, including the ability to add additional forms to the platform.

**Term** Start Date: July 1, 2024 End Date: June 30, 2027

**Not-To-Exceed Amount** \$583,083.00

**Competitively Bid** No. See attached Resolution No. 2324-0253 Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With Emics, Inc. dba InformedK12 Properly Entered Into Through the Education Technology Joint Powers Authority.

**In-Kind Contributions** No in-kind contributions

**Funding Source(s)**     \$194,361.00 from 2024-25 Funding Resource 010-1100-0-0000-7700-5846-999-9860-1605-9999-99999: State Lottery, Data Processing, License Agreements, Districtwide

\$194,361.00 from 2025-26 Funding Resource 010-1100-0-0000-7700-5846-999-9860-1605-9999-99999: State Lottery, Data Processing, License Agreements, Districtwide

\$194,361.00 from 2026-27 Funding Resource 010-1100-0-0000-7700-5846-999-9860-1605-9999-99999: State Lottery, Data Processing, License Agreements, Districtwide

**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.

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

The EdTech JPA issued an RFP to support online forms and workflows. EMICS dba InformedK12 was one of the vendors awarded a contract (“Master Agreement”) during a duly noticed Board meeting on February 29, 2024.

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 at a cost of \$190,550 from July 1, 2024 to June 30, 2025, 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, including the ability to add new forms to the platform as needed. The Oakland Unified School District (OUSD) uses the Informed K12 solution to enable the online completion and approval of basic district forms, including system access request forms, employee action forms, etc. Previously, these forms were completed on paper and submitted via mail or FAX, which

introduced unwanted overhead and errors, and made it difficult to track submitted items through the approval 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 allows non-technical users to quickly convert their existing PDF documents to online forms and apply basic routing rules. OUSD departments have recognized these advantages and continue to identify new use cases.

As a result, it is in the best interest of OUSD to enter into this Agreement. Doing so will renew our current services with InformedK12 and enable OUSD to continue to realize the advantages of digital 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 a data-sharing agreement on June 4, 2021, which was ratified by the Board as part of the prior InformedK12 agreement on June 23, 2021 as Legistar Enactment Number 21-1075.

**Attachment(s)**

- Resolution No. 2324-0253
- Purchase Agreement between OUSD and Emics, Inc. dba InformedK12
- Agreement for Products and Services
- Renewal Order Form
- RFP No. 23/24-04
- Master Agreement between Ed Tech JPA and Emics, Inc. dba InformedK12
- Data Privacy Agreement between Ed Tech JPA and Emics, Inc. dba InformedK12
- EdTech JPA Regular Meeting Governing Board Agenda, February 29, 2024
- EdTech JPA Regular Meeting Governing Board Minutes, February 29, 2024

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

**Resolution No. 2324-0253**

**Declaring It Is In The Best Interest 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. 23/24-04 on October 23, 2023, 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 December 4, 2023, the EdTech JPA received three proposals, including from EMICS dba InformedK12;

**WHEREAS**, on February 29, 2024, 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 March 1, 2024, and an initial term of five years (through February 28, 2029);

**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 for a cost not to exceed \$583,083 from July 1, 2024 to June 30, 2027, and approves the Purchase Agreement with EMICS dba InformedK12.

**PASSED AND ADOPTED** by the Board of Education of the Oakland Unified School District this 26th day of June, 2024, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Jennifer Brouhard, Valerie Bachelor, Jorge Lerma, Clifford Thompson, President Benjamin Davis

NOES: None

ABSTAINED: None

RECUSED: None

ABSENT: Vida Mendoza (Student Director), Anevay Cruz (Student Director), VanCedric Williams, Vice President Mike Hutchinson

**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 26, 2024.

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**OAKLAND UNIFIED SCHOOL DISTRICT**



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Benjamin "Sam" Davis  
President, Board of Education



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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education

**ED TECH JPA PURCHASE AGREEMENT:  
RFP No. 23/24-04 Electronic Routing Document Solution**

This Purchase Agreement ("PA"), is made as of 07/01/2024 ("Effective Date"), by and between the Oakland Unified School District ("Participant") and Emics, Inc dba Informed K12 ("Vendor").

**BACKGROUND**

A. Education Technology Joint Powers Authority ("Ed Tech JPA") is a Joint Powers Authority formed by local public agencies, pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its Members across California and public agencies outside of California who have verified that they are eligible to participate.

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On October 23, 2023, 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 Solutions (and related services (the "Product") and thereafter entered into a Master Agreement (MA) to establish the terms by which Members of the Ed Tech JPA may purchase products from Vendor.

C. Participant has completed its own due diligence regarding the suitability of Vendor and Products for Participant's needs.

D. The parties are entering this PA to establish the terms and conditions of the purchase by Participant pursuant to that MA.

**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 Product, (b) any additions or deletions to Product listed on this PA shall be promptly executed through an amendment to this PA, signed by Vendor and Participant.

Vendor acknowledges that Participant is responsible for (a) completing its own due diligence regarding the suitability of Vendor and Product, (b) prior to executing a PA, Participant worked with a Vendor representative to establish an Implementation Plan with the Participant, as further described in the RFP, (c) Participant is not bound to a purchase until it has obtained any required approvals from its Board and executed this PA, and (d) by entering into one or more PAs with Participant, Vendor agrees 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 any additional services, and the parties' implementation plan ("Implementation Plan") are attached hereto as Exhibit A.

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, MA, and Exhibit A of this PA.

## **2. COMPLIANCE WITH APPLICABLE LAW**

A. 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 Product, 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. Vendor has executed the Standard Student Data Privacy Agreement CA-NDPA (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose Participant data for any purpose other than for the specific purpose of providing the Products specified in the PA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Participant data to another business or third party for monetary or other valuable consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the PA or the Products involves a "selling" or a "sale" of Participant data under Cal. Civ. Code §1798.140(t)(1).

B. In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG2") and such iterations of WCAG2 as may become applicable during the term of this Agreement.

## **3. 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.

## **4. 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.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Participant, members of Participants' board of trustees, and the officers, agents, employees, and volunteers of Participant, individually and collectively, as additional insureds. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Participant shall be excess and noncontributory.

## **5. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products introduced or removed from the market under the following conditions:



- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or is substantially equivalent to original Products listed in the RFP, Vendor's Proposal in response to the RFP ("Vendor's Proposal"), the MA and/or any PAs, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Product that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor executes an Amendment to the MA with Ed Tech JPA;
- D. Vendor receives an executed Amendment to the PA.

## **6. INVOICING FOR SERVICES**

The RFP number and name shall appear on each purchase order and invoices for all purchases placed under this PA. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Product and allows Vendor to invoice for the Product. Ed Tech JPA does not guarantee timely payment. The Purchase Agreement is between Vendor and Participant.

The parties acknowledge that (a) all annual recurring fees are due and payable annually for each year of the Term, and (b) all one-time fees are due in full within thirty (30) days of execution of this PA. Consistent with the above, upon execution of this PA and each subsequent year of the Term, Vendor will submit invoices to Participant. Participant shall have thirty (30) days to process purchase orders and, upon receipt of invoice, Participant shall agree to pay all undisputed invoices in full within thirty (30) days of the date of invoice.

## **7. LICENSING**

Subject to this PA, Vendor hereby grants Participant (including Participant's students, employees, volunteers, parents and authorized guardians of Participant's students, all as applicable and described in the relevant description of services ("Users")), a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Product during the Term in accordance with applicable laws and regulations.

Except as expressly permitted in this PA, Participant will not itself, and will not authorize or allow any third party to: (a) provide access to the Product to any person who is not a User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product; (c) modify, translate or create derivative works based on the Product; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Product; (e) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Product or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Vendor or its suppliers on the Product or on any printed or digital materials provided by Vendor.

Participant will itself and will instruct its Users to: (i) attempt to prevent unauthorized access to or use of the Product; and (iii) notify Vendor promptly of any known or suspected unauthorized access or use. Participant will reasonably assist Vendor in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, (i) all rights granted to Participant will immediately terminate and Participant will promptly cease use of the Product, (ii) Vendor will grant Participant a three (3) month period to

export Participant data from the Product, (iii) Vendor has no obligation to maintain or provide any Participant data after the termination or expiration of this PA.

## **8. LIMITATIONS OF LIABILITY**

Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS PA OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) PARTICIPANT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY THIS PA AND FAILURE TO CURE THEREIN AS SPECIFIED AND (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS OF PARTICIPANT ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, VENDOR'S LIABILITY FOR ALL CLAIMS RELATING TO DATA SECURITY OR PRIVACY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

## **9. INDEMNIFICATION**

A. Vendor will defend, indemnify and hold harmless Participant and Ed Tech JPA and their 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) Participant 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; (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Vendor; or (iv) related to a data breach and/or personal injury due to Vendor's recklessness, gross negligence, or intentional conduct. 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, Vendor, or its designee, will either, (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 PA as to the infringing Product, require the return of the allegedly infringing Product and refund to Participant a portion of the 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 Participant 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 Participant.

B. To the extent permitted under applicable law, Participant agrees to defend, indemnify and hold harmless Vendor and Ed Tech JPA and their 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. 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, each party shall pay their own attorneys' fees.

#### **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. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of 3 (Three) Years years. The parties understand that this PA and subsequent extensions may extend for multiple years after the Term of the Master Agreement, upon mutual written consent of both parties, for a term not to exceed five years. The expiration or termination of the MA shall not affect Vendor's obligation to deliver Products as ordered by Participant pursuant to this PA.

Either Party may terminate this PA upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this PA or the NDPA by the other party; or (b) any act by Vendor exposing the Participant to liability to others for personal injury or property damage; (c) either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of the party's insolvency or (d) student data breach. Written notice by the terminating party shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made ("Cure Period"), this PA shall, upon the expiration of the Cure Period, cease and terminate. In the event of such termination initiated by Participant due to Vendor's action Vendor shall refund any pre-paid fees to Participant on a prorated basis. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Participant. 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 progress, 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 termination of this PA 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.

### **13. 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.

### **14. 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) 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.

A. The primary Vendor contract manager for this PA shall be as follows:

Name: Emics, Inc dba Informed K12

Attn: Jennifer Bundy

Address: 555 12<sup>th</sup> Street, Suite 1670, Oakland, CA

Email: [contracts@informedk12.com](mailto:contracts@informedk12.com)

Phone: (415) 862-4255

B. The primary Participant contract manager for this PA shall be as follows:

Name: Oakland Unified School District

Attn:

Address:

Email:

Phone:

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

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway  
Irvine, CA 92604  
[edtechjpa@iusd.org](mailto:edtechjpa@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.

## **15. ASSIGNMENT**

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

## **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. WARRANTY**

Vendor represents to Participant that the Product will substantially perform in all material respects the functions described in Vendor's Proposal when used and/or accessed in accordance with the terms and conditions of this PA.

Participant's sole and exclusive remedy for a breach of this warranty shall be: (1) Vendor shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to the applicable nonconformity in the operation of the Product; or (2) in the event Vendor is unable to correct such deficiencies after good-faith efforts, Vendor shall refund any pre-paid fees to Participant on a prorated basis from the date Vendor received such notice. To receive warranty remedies, Participant must promptly report deficiencies in writing to Vendor within thirty (30) days after the deficiency is identified by Participant. The foregoing warranties shall not apply in the event : (i) Participant or its Users use and/or access the Product in a manner which is not in conformance with the terms and conditions of this PA; (ii) Participant or its Users use the Product with third party data, software or hardware which is incompatible with the Product; (iii) errors in the Product are a result of Participant's or its Users' configuration or manipulation of the Product, in each case specifically not recommended in writing by Vendor; or (iv) reduced performance or non-availability of the Product result from failure of network connections, or other factors, beyond the reasonable control of Vendor.

Vendor will use commercially reasonable efforts to make the Product available with an annual uptime percentage of at least 99% ("Service Commitment") after the Product has been fully implemented. In the event Vendor does not meet the Service Commitment, Participant will be eligible to receive a service credit as described herein. The maximum amount of the credit is one twelfth (1/12) of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Product was unavailable below the Service Commitment, and multiplying it by three percent (3%) of one twelfth (1/12) the annual subscription fee. If the Participant has been using the Product for less than one year, the preceding one year will be used with any days prior to Participant's use of the Product deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Vendor. Any service credit shall be calculated using solely the fees paid for the Product. Participant's sole and exclusive remedy for breach of the Service Commitment in this Section will be for Vendor to provide a credit as provided in this Section; provided that Participant notifies Vendor in writing of such claim within thirty (30) days of becoming eligible for such claim.

#### **19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 9 through 14, covering Indemnification, Attorneys' Fees, Severability, Term & Termination, Governing Law, and Notices.

#### **20. EXHIBITS**

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

#### **21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.**

The RFP, Vendor's Proposal in response to the RFP, the MA, the NDPA and this PA are the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this PA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this PA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the MA; (2) any exhibit, schedule, or addendum to the MA; (3) the NDPA; (4) the body of this PA; (5) any exhibit, schedule, or addendum to this PA; (6) Vendor's Proposal; and (7) the RFP.

#### **22. INDEPENDENT CONTRACTOR**

Vendor, in the performance of this PA, shall be and function as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the Participant, and are not entitled to benefits of any kind or nature normally provided employees of the Participant and/or to which Participant's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this PA. Vendor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Vendor's employees.

**23. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this PA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this PA by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or Vendor shall refund any pre-paid fees to Participant on a prorated basis.


**24. 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.


**25. AUTHORIZED SIGNATURES**

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.

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

Oakland Unified School District  
 6/27/2024

Benjamin Davis, President, BOE

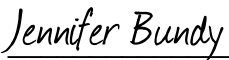
 6/27/2024  
Kyla Johnson-Trammell, Superintendent & Secretary, BOE

**By:**

**Its:**

**Date**

**Emics, Inc dba Informed K12**

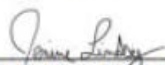


**By:** Jennifer Bundy

**Its:** Head of Finance & Operations  
06/02/2024

**Date**

Approved as to form:

By:  Date 6/4/24  
Jenine Lindsey, Interim General Counsel

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Education Technology joint Powers Authority

("Originating LEA") which is dated December 4, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or five (5) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: [contracts@informedk12.com](mailto:contracts@informedk12.com)

**PROVIDER: Emics, Inc dba Informed K12**

By: Jennifer Bundy Date: 12/1/2023  
Jennifer Bundy [12/01/2023 10:17pm PST]  
 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 for the term of the DPA between the

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

**LEA:** Oakland Unified School District  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
 SCHOOL DISTRICT NAME: \_\_\_\_\_  
 DESIGNATED REPRESENTATIVE OF LEA: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

Approved as to form:

By: Jenine Lindsey Date 6/4/24  
Jenine Lindsey, Interim General Counsel



## **Exhibit A**

### **Order Information and Implementation Plan**



ORDER FORM FOR: Oakland Unified School District`

**Software Package**

Number of Processes: Other (see below)  
Premium Edition: District License Internal

Not to Exceed Cost: \$ 583,083.00  
Total Contract Cost for 3Year Term.  
Annual License Cost: \$194,361  
Annual License Cost includes MultiYear Pricing Guarantee.

Subscription Renewal Date: 07/01/2025

Pricing Expires: 06/30/2024

Order Form Termination Date: 06/30/2027

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

**Implementation Package**

Implementation Package:	Number of Implemented Processes:	Cost: \$ 0.00
Not Included	0	This is for renewal of licenses only and does not include an implementation.

Implementation Timeframe: N/A

Start Month\*: \_\_\_\_\_

End Month\*: \_\_\_\_\_

*\*If required documents are not prepared, Informed K12 may need to reschedule the implementation timeframe in order to serve other clients.*

All implementation service packages include:

- Named Implementation Manager
- One session of Form Manager Training
- One session of Leadership Training (workflow approvers)
- One session of Secretary Training (workflow facilitators)
- One session of the adoption program (1:1 outreach from Informed K12 support team to district form facilitators and approvers)

Implementation Terms:

District is responsible for completing the kickoff readiness process prior to starting implementation. In the event that District encounters delays in fulfilling the requisite steps of the kickoff process, the implementation timeline shall remain unaltered. Informed K12 may not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing required documents or training dates).

District has the option to procure additional implementation time if desired.

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to [contracts@informedk12.com](mailto:contracts@informedk12.com).

Last updated October 2023

**Other Service Packages**

Package: Cost:

Customer will be invoiced annually on 7/01 for \$194,361.

Y1 cost of \$194,361 is due on 7/01/2024.

Y2 cost of \$194,361 is due on 7/01/2025.

Y3 cost of \$194,361 is due on 7/01/2026.

Oakland Unified School District will leverage EdTech JPA RFP # 23/2404. Informed K12 will pay Education Technology JPA an administrative fee calculated as 4% of the gross invoiced amount. If District cancels agreement before July 1, 2027, district is responsible for 50% of the remaining years' renewal costs. The special pricing for Oakland Unified School District is valid for 3 years. In exchange for the MultiYear Pricing Guarantee, Oakland Unified agrees to partner with Informed K12 as an IT reference.

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**TOTAL COST DUE: \$ 583,083.00**

**Taxes Not Included.** The costs shown on this Order Form do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email [accounting@informedk12.com](mailto:accounting@informedk12.com).

District requests that invoices be submitted to:

Contact Name:

Email:

**Terms of Use**

1. This Order Form, together with the Agreement for Product and Services executed on 02/26/2024 ("Master Agreement"), and the Purchase Agreement executed July 1, 2024 governs the access to and use of the Services set forth above. In the event of a conflict between the Order Form, Master Agreement, and the Purchase Agreement, the order of precedence shall be: (i) this Order Form, (ii) the Purchase Agreement, (iii) the Master Agreement.
2. Customer will be invoiced within seven days of the Order Form being executed, and payment is due in full within 30 days of being fully executed by both parties. Informed K12 reserves the right to pause services if payment is not received within 30 days of the full execution of the agreement.
3. The term of this Order Form will begin on 07/01/2024 and will end after 12 months, unless stated otherwise in the service package description. The services renew for successive periods of twelve (12) months each until June 30, 2027, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. In no event shall the term of this Order Form and Purchase Agreement continue beyond June 30, 2027. Over the term, the total compensation under this Order Form and Purchase Agreement shall not exceed \$583,083.00.
4. In the event of termination of services, Customers is responsible for downloading and storing any data from Informed K12 that needs to be retained within 30 days, or as governed by an additional offboarding agreement. Informed K12 will comply with complete data destruction of Customer form data from the Informed K12 platform after the 30-day data retention window or as governed by an offboarding agreement signed by both parties.

5. The signatures below acknowledge the agreement of each party to be bound by this Order Form. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, this Order Form (including the Terms and Conditions) in its entirety.

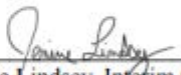
I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Approved as to form:

By:  Date 6/4/24  
Jenine Lindsey, Interim General Counsel

# Education Technology Joint Powers Authority



**RFP No. 23/24-04**  
**Electronic Document Routing Solution**  
**PROPOSAL DEADLINE: December 4, 2023 12:00pm**

**Contact: Tatum Toste, Purchasing Dept.**  
**Education Technology JPA**  
**1450 E. Herndon Avenue, Clovis, CA 93611-0599**  
**Telephone: (949) 936-5022 Fax (949) 936-5219**  
**Email: [edtechjpa@iusd.org](mailto:edtechjpa@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.org/procurement/current-procurements>**



## NOTICE CALLING FOR PROPOSALS

AGENCY: Education Technology JPA

PROPOSAL DEADLINE: **December 4, 2023, at 12:00 pm**

PLACE OF RECEIPT: Education Technology JPA  
%: Clovis Unified School District  
Purchasing Department  
Attn: Tatum Toste  
1450 E. Herndon Ave.  
Clovis, California 93611-0599

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. 23/24-04 **Electronic Document Routing Solution**.

Request for Proposal documents can be downloaded at:  
<https://edtechjpa.org/procurement/current-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 **November 1, 2023 at 10:00am** pacific time at <https://iusd.zoom.us/j/89988439667?pwd=NHJJeVJmZlZlQmZqSFBuNGVBNGhTQT09> . Vendors who wish to attend this meeting should RSVP to [edtechjpa@iusd.org](mailto:edtechjpa@iusd.org) on or before October 27, 2023.

Any questions regarding the Request for Proposals shall be directed to [edtechjpa@iusd.org](mailto:edtechjpa@iusd.org), via e-mail only by 12:00 pm on November 13, 2023 All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA  
Governing Board

Publish: October 23 & 30, 2023

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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 California public agencies and public agencies outside of California who have verified that they are eligible to participate.**

In addition to reviewing proposals for Ed Tech JPA, the initiating agency, Clovis Unified School 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 agencies. While Ed Tech JPA's focus is primarily California K-12 public schools, our membership has grown to include colleges and government agencies outside 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.org/about/our-ed-tech-jpa-members> .

### 1.4 Requested Services

This solicitation is intended to provide a mechanism for Ed Tech JPA members ("Members") to procure new or upgraded electronic document routing software. Members seek state-of-the-art electronic document routing solutions (hereinafter referred to as "Product" or "Solution") 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 Members' 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” 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 entering into a Purchase Agreement with a vendor. 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 and agree to required terms will enter into a Master Agreement with Ed Tech JPA, setting forth the general terms for purchase of the Solution. 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 on its website. Details of the procurement process and administrative fee payment will be provided to Vendor finalists upon award. All participating Vendors must comply with Members’ needs and Ed Tech JPA’s processes to ensure compatibility with all legal and regulatory requirements.

Each Participant is responsible for completing their own due diligence regarding the suitability of Vendor, including using price as a significant factor.

Awarded Vendors will work with Ed Tech JPA to negotiate a Purchase Agreement to be executed when a Participant elects to purchase the Solution. Prior to executing a Purchase

Agreement with a Participant, Vendor will establish an implementation timeline and implementation plan specific to the Participant's needs, as further described in Section 2. An Eligible Entity is not bound to a purchase until it has obtained any necessary approval from its Board and executed a Purchase Agreement with the Vendor for the Solution.

Vendors must report to Ed Tech JPA any income directly or indirectly resulting from the sale of products included in the Master Agreement to Participants, for purchases made using Ed Tech JPA agreements and/or relying on this RFP excluding renewals of pre-existing contracts. Reports must be submitted for the Quarters and within the timeline outlined in section 1.14 of this RFP and in section 14.C. of the sample Master Agreement attached hereto as Appendix A. Vendors must remit a copy of all Purchase Agreements, including renewals and amendments, to Ed Tech JPA within 30 days of request by Ed Tech JPA. 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 five (5) years. Purchase Agreements entered into by Participants and Vendor shall be subject to a maximum contract length of five (5) years, or may be shorter, as the parties elect. The Master Agreement may be terminated by Ed Tech JPA for convenience after three (3) years by the giving of notice of at least thirty (30) days before the expiration of the three (3) year term.

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 prior to 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 Members and has determined that awards to more than one Vendor 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 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 vendor 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 who would have access to Participant student data will be required to execute the most recent version of the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA). A copy of the CA-NDPA is attached hereto in Appendix F.

### **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 Vendor, 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.

Vendor may add or delete Products and/or update pricing after award if:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the RFP, Vendor’s Proposal, the Master Agreement and/or any Purchase Agreements, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that Vendor did not have at the time Vendor’s Proposal was submitted;
- C. Product costs must be adjusted to compensate for inflation. The basis for such adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period of August 1 through July 31 of the then current year, in the category All Urban Consumers, Los Angeles-Long Beach-Anaheim, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase has been presented and analyzed, Ed Tech JPA may make adjustments as deemed by Ed Tech JPA to be reasonable and fair. Any such adjustment shall not result in an increase greater than five percent (5%) annually.
- D. Vendor receives an executed Amendment to the MA;
- E. Vendor receives an executed Amendment to any applicable PA

### **1.12 Ed Tech JPA Administrative Fee**

Vendor agrees to pay Ed Tech JPA an administrative fee (the “Admin Fee”) calculated as four percent (4%) of the invoiced amount of any Participant agreement with Vendor based on an award under the RFP and all revenue derived directly from any Purchase Agreement, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

<https://edtechjpa.org/administrative-fee>

An Individual Transaction is defined as the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all Purchase Agreements entered into thereafter. The Admin Fee shall not be increased to over four percent (4%). Vendor shall be permitted to amend the Master Agreement pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.

### **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, the Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement to Ed Tech JPA’s Eligible Entities located in California (regardless of whether the Eligible Entity is a Member of the Ed Tech JPA).

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

**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. Ed Tech JPA is not required to provide prompting or notification. Vendor is responsible to collect and report all sales data including resellers and partners sales associated with the Master Agreement. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 - March 31	April 30
April 1 - June 30	July 15 *to allow for fiscal year end
July 1 - September 30	October 31
October 1 - December 31	January 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

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. Ed Tech JPA will make the completed Purchase Agreement template available for Members. Sample Agreements are 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 may utilize Ed Tech JPA:

**2.2.1** The Ed Tech JPA website includes each Vendor's contact information as listed in Vendor's Proposal and links to Vendor's Proposal, Pricing Forms, Clarifying Questions, Master Agreement, Standard Student Data Privacy Agreement (CA-NDPA) if applicable, and Purchase Agreement template.

**2.2.2** Members may browse products, review RFP Proposals on the Ed Tech JPA's website and conduct their own due diligence, using price as a significant factor, to determine which product best meets their unique needs. JPA Members may approach Vendors directly to request services. If a Member contacts Vendor directly, Vendor must provide a copy of the Purchase Agreement and refer Member to Ed Tech JPA's website.

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

**2.2.4** If the Participant elects to confirm the purchase, it shall obtain any required board approval, execute the Purchase Agreement including any required exhibits, issue a Purchase Order directly to Vendor, and submit payment to Vendor in accordance with Participant practices.

**2.2.5** Vendor shall provide a copy of the executed Purchase Agreement to Ed Tech JPA upon Ed Tech JPA's request.



**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**

Vendor will be required to provide Participants with the Solution(s) following Purchase Agreement execution and issuance of a Purchase Order, as agreed by both Vendor and Participant. Participants will work directly with Vendor to receive the Solution.

#### **2.3.1 Project Timeline**

Vendor shall deliver the Product to Participant 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 Participant project representative a minimum of five (5) work days in advance. Site access schedule and work plan must be submitted and approved by Participant prior to the Vendor arriving onsite.

#### **2.3.3 DOJ Clearance**

All Vendor personnel working on any Participant site shall have attained the proper Department of Justice (DOJ) clearance as required by applicable laws and the Participant policy. Vendor must comply with this requirement and, upon request from Participant, 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 Participant. It is Vendor's responsibility to verify existing conditions and assumptions. Vendor must verify all such information prior to executing a Purchase Agreement with Participant 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 Participants. The cost of Additional Services not reflected in the product purchase price found in Appendix D. Pricing Form shall also 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:

[edtechjpa@iusd.org](mailto:edtechjpa@iusd.org)

Ed Tech JPA  
% Clovis Unified School District  
Purchasing Department  
Attn: Tatum Toste  
1450 E. Herndon Ave.  
Clovis, California 93611-0599

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.org/procurement/current-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 December 4, 2023

Vendor to submit:

- (1) Master Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (1) Additional Bound Hardcopy Proposal in a binder that allows for easy removal of pages.
- (1) Electronic Proposal on External USB Drive

Proposals shall be submitted in a sealed box/envelope and shall be clearly marked: "Response to RFP 23/24-04: Electronic Document Routing Solution."

Ed Tech JPA  
% Clovis Unified School District  
Purchasing Department  
Attn: Tatum Toste  
1450 E. Herndon Ave.  
Clovis, California 93611-0599



### 3.3 Delivery to Ed Tech JPA

Proposals may be delivered between the hours of 9:00am and 4:00pm on weekdays, excluding holidays. Written Proposals must be received at the Ed Tech JPA Procurement 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	OC Register	October 23 & 30, 2023
Pre-Proposal Vendor Conference (Non Mandatory)	<a href="https://iusd.zoom.us/j/89988439667?pwd=NHJleVJmZlZLQmZqSFBuNGVBNGhTQT09">https://iusd.zoom.us/j/89988439667?pwd=NHJleVJmZlZLQmZqSFBuNGVBNGhTQT09</a> Meeting ID: 899 8843 9667 Passcode: weuu7M  Find your local number: <a href="https://iusd.zoom.us/u/keGQ73RA9M">https://iusd.zoom.us/u/keGQ73RA9M</a> Meeting ID: 899 8843 9667 Passcode: 772052	November 1, 2023 10:00am
Last Day to Submit Questions (RFIs)	edtechjpa@iusd.org	November 13, 2023 12:00pm
Response to Questions Posted	Ed Tech JPA website	November 17, 2023

Proposals Due	Ed Tech JPA Attn: Tatum Toste 1450 E. Herndon Ave. Clovis, California 93611-0599	December 4, 2023 12:00pm
Evaluation and Selection of Finalists		December, 2023 and January, 2024
Ed Tech JPA Board Action		February 29, 2024 *anticipated

All dates are subject to change. Amendments to these dates, and other aspects of the RFP, will be posted at <https://edtechjpa.org/procurement/current-procurements> .

### 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.

Proposals must follow Ed Tech JPA's 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 template provided. 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 Vendor's 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. If Vendor's Proposal includes functionality from a different platform than the electronic document routing system the platform offering the functionality shall be clearly identified and all additional costs must be outlined clearly and included in the Optional Costs section of the Pricing Form in Appendix D. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

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 RFI 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.org/procurement/current-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 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”, however pricing documents are not considered proprietary. If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, 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. Information marked as “Trade Secret,” “Confidential” or “Proprietary” will be available to Ed Tech JPA Members through a member’s-only webpage unless Vendor indicates that such information should not be available to Ed Tech JPA Members who are considering purchasing Product.

## 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 solutions 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 its 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 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, Members electing to purchase Product pursuant to an awarded Master Agreement shall use their discretion in evaluating and selecting 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. Vendors submitting Proposals must be located in either the United States or in a country where the General Data Protection Regulation (GDPR) governs and must perform the proposed Solution in either the United States or in a country where the General Data Protection Regulation (GDPR) governs. Vendors outside of the United States must agree to the Standard Student Data Privacy Agreement CA-NDPA with no redlines/amendments. Vendors should note that some Members may have board policies and procedures that limit their ability to contract with agencies outside the United States.

Awards shall be made contingent upon successful contract negotiations as determined by Ed Tech JPA’s sole discretion. Even after award Ed Tech JPA may or may not proceed in establishing contracts. Execution of contracts is solely at the discretion of Ed Tech JPA. In the event that Ed Tech JPA elects not to establish a contract with a previously awarded vendor Ed

Tech JPA's governing board shall vote to revoke the award and the vendor shall be notified.

## **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 in Attachment 1 shall be denoted in green and 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 Participants. Actual delivery of products shall be coordinated with Participants. 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 Participant Board policies to ensure that no Vendor employees or employees of subcontractors who may come in contact with Participant 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 Vendor, including subcontractors, shall comply with the provisions of Education Code Section 45125.1, including fingerprinting when Participant determines that the Vendor's employees or employees of subcontractor will have any unsupervised contact with Participant pupils. If the Vendor, 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, Participant may terminate the Agreement, in whole or in 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 in green and 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.

Participants 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, Participants 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 and will be negotiated after award. Proposed exceptions must also be addressed by Vendor and agreed upon by Ed Tech JPA during contract negotiations to be effective. Ed Tech JPA may elect not to award and/or to revoke award based on requested exceptions that cannot be agreed upon.

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. Vendor may add or delete products introduced or removed from the market under the following conditions: A) Deleted products have been discontinued and are no longer available; or B) Added products are either a direct replacement for original products listed in the RFP, Vendor's Proposal, the Master Agreement and/or any Purchase Agreements, or added products are enriched capabilities, new modules, technology advancements, and/or service categories within the Solution that Vendor did not have at the time the RFP Proposal was submitted. To modify the Product list Vendor shall

finalize an Amendment to both the Master Agreement and any applicable Purchase Agreements, with written approval by both parties.

If a Master Agreement is awarded as a result of this procurement process, all warranties made by the Selected Vendor, including the Vendor's Proposal, 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 Participants. This RFP, any 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 Rules**

The following rules and regulations must be followed by every Vendor and subcontractor doing business with Participants. 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 Participants' direct costs.

5.1.1 Participants are tobacco free organizations. The use of tobacco or tobacco products is prohibited on any part of the Participant grounds.

5.1.2 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.



5.1.3 Anyone not directly involved in the scope of work shall not be on the job site, or Participant 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.

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

5.1.5 No pets are allowed on Participant property.

5.1.6 Fraternalization or other contact with students is strictly forbidden.

5.1.7 Any Vendor working on a site where students are present when Participant has determined that the Vendor's employees or employees of subcontractor will have any unsupervised contact with Participant pupils must supply the Participant with certification that all employees on the project have been fingerprinted and approved per state law and Participant Board policy. Vendor must agree to abide by all Participant policies to enforce the safety of students.

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

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

5.1.10 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.

5.1.11 Participant has a **Zero Tolerance Policy** that will be enforced towards negative or questionable conduct or behavior.

5.1.12 While on Participants' property and/or project area there will be **No Fraternalizing** by the Vendor's workforce with anyone outside the project's workforce.

5.1.13 Professional and neat appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.

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



5.1.15 “Cruising” or “Loitering” on Participant 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 Participants’ property until the next work call.

5.1.16 Vendor or its employees or associates are not allowed to be in any area of the Participants’ property that has not been specifically authorized by Participant or its designee without an official and designated escort.

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

5.1.18 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.

5.1.19 Vendor will be required, as part of the Master Agreement with Ed Tech JPA to indemnify Ed Tech JPA and related persons under certain circumstances. Vendor is directed to those sections in the Master Agreement.

5.1.20 Vendor will also be required by the Purchase Agreement to indemnify the Participant and related persons under certain circumstances. Vendor is directed to those sections in the Purchase Agreement.

5.1.21 Vendor, when required by law, and at the request of Participant, shall pay prevailing wages.

5.1.22 Based on the installation plan supplied to the Participant for a particular site or sites, the Participant may require the Provider to obtain a payment bond, a performance bond, or both.

5.1.23 Each 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 Member that it contracts with.

## 6.0 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 Vendor's 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 in green and 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:  
RFP No. #23/24-04 Electronic Routing Document Solution**

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 agencies pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its members (“Members”).

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On October 23, 2023, Ed Tech JPA issued a Request for Proposal for Electronic Document Routing Solution (the “RFP”) on behalf of 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 Services Platforms and related services (“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 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. The RFP, Vendor’s proposal in response to the RFP (“Vendor’s Proposal”), and the Standard Student Data Privacy Agreement (“NDPA”) are incorporated herein by this reference. This MA includes the Products and pricing offered in Vendor’s Proposal, as identified in the RFP. Prices will remain valid for all Members through the expiration of the MA and for Members with an active Purchase Agreement with Vendor (“Participants”) through the expiration of any Purchase Agreements (“PA”) entered into directly between Vendor and Participants during the term of this MA.

### **2. TERM**

The term of this MA (the “Term”) shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA or Vendor for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. 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 Members and to other “Eligible Entities” who elect to become Members. 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.

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 PAs with Vendor to document the quantities, total fees, and delivery terms for Products, and (c) 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 PA 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 or Participant 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**

Members may browse products on the JPA website. Prior to executing a PA, Members will work with a Vendor representative to determine the Vendor implementation timeline and implementation plan (“Implementation Plan”) as further described in the RFP. To confirm Participant’s request to buy Products using the RFP, Participant and Vendor must complete and execute a PA for the specific Products. Vendor shall provide a copy of complete PAs to Ed Tech JPA within thirty (30) days of request by Ed Tech JPA.

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.

Vendor will work directly with a Participant to fulfill 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 this MA 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 Eligible Entities who express an interest in making a purchase or renewing use of Products to use its MA as Vendor’s preferred form of contracting.

Vendor may be asked to participate with Ed Tech JPA staff in related trade shows, product demonstrations, conferences, and online presentations to promote the MA. Ed Tech JPA will

promote MAs through the creation of marketing materials, as well as active outreach to its Members.

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.

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 fully executed PA between Participant and Vendor. The PA is between Vendor and Participant. Ed Tech JPA does not guarantee timely payment.

## **7. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the RFP, Vendor's Proposal, the MA and/or any PAs, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor receives an executed Amendment to the MA;
- D. Vendor receives an executed Amendment to any applicable PA.

## **8. MINIMUM PRICE GUARANTEE**

Vendor agrees not to sell directly, or through a reseller, the Product at a price lower than the price offered in the RFP and this MA to Ed Tech JPA's Eligible Entities located in California (regardless of whether the Eligible Entity is a Member), 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.

During the period of delivery under a contract resulting from this RFP, if the price of the Product decreases, Members entering into a new PA shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the MA to reflect the decreased pricing. At no time shall the prices charged to Members exceed the prices under which the RFP was awarded. Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the Products.

## **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 Members.

#### **10. COMPLIANCE WITH APPLICABLE LAW**

The Products 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. Vendor has executed the Standard Student Data Privacy Agreement (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose Member data for any purpose other than for the specific purpose of providing the Products specified in the MA and PA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Member data to another business or third party for monetary or other valuable consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the MA, PA, or the Products involves a "selling" or a "sale" of Member data under Cal. Civ. Code §1798.140(t)(1).

In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG 2.0") and such iterations of WCAG as may become applicable during the term of this Agreement.

#### **11. 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.

#### **12. 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.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Ed Tech JPA, members of Ed Tech JPA 's board of trustees, and the officers, agents, employees and volunteers of Ed Tech JPA, individually and collectively, as additional insureds, using language as set forth below:

Ed Tech JPA, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of

understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Ed Tech JPA shall be excess and noncontributory.

**13. 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 Products ordered by Participants, in reasonable detail (“Quarterly Reports”), no later than the reporting period outlined in this MA. Quarterly Reports will include details related to PAs, including but not limited to: term dates, Vendor name, purchase price, Admin Fee amount, new/renewal purchase. Vendor acknowledges that Ed Tech JPA will track the use of this MA through databases managed by Ed Tech JPA. Vendor agrees that all fully executed PAs will be accurately and timely reported to Ed Tech JPA.

**14. ADMINISTRATIVE FEE**

- A. Vendor agrees to pay Ed Tech JPA an administrative fee (the “Admin Fee”) calculated as four percent (4%) of the invoiced amount of any Participant agreement with Vendor or the then-current Admin Fee, based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

<https://edtechjpa.org/administrative-fee>

An Individual Transaction is defined as the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over four percent (4%). Vendor shall be permitted to amend the MA pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.

- B. Quarterly Reports shall be reported and Admin 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 15 *to allow for fiscal year end
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 Admin Fee shall **not** be included as an adjustment to Vendor’s Proposal and MA pricing.
- E. The Admin Fee shall **not** be invoiced or charged to the Participant.
- F. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.
- G. Any payments that a Vendor makes to Ed Tech JPA after the due date as indicated in this MA 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 Quarterly Reporting, Admin Fee requirements, and to submit fees on a timely basis shall constitute grounds for suspension of this contract.

**15. CONTRACT MANAGEMENT**

- A. The primary Vendor contract manager for this MA shall be as follows:  
**Name:**  
**Attn:**  
**Address:**  
**Email:**  
**Phone:**
- B. The primary Ed Tech JPA contract manager for this MA shall be as follows:  
Education Technology JPA  
Attn: Michelle Bennett  
5050 Barranca Parkway  
Irvine, CA 92604  
[EdTechJPA@iusd.org](mailto:EdTechJPA@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.

## **16. INDEMNIFICATION**

To the extent permitted under applicable law, Vendor will defend, indemnify and hold harmless Ed Tech JPA and its directors, officers, employees, volunteers, 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 a 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 by Vendor of any of the representations, warranties or covenants contained herein or in any direct communication and/or agreement between Vendor and any Member; or (iv) any allegation that the Product does not conform to WCAG 2.0.

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 by Ed Tech JPA of any of the representations, warranties or covenants contained herein.

The Parties subject to a claim or suit under this section shall promptly provide the other notice in the manner specified in Section 21, below.

## **17. ATTORNEYS' FEES**

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, each party shall cover its own attorney's fees.

## **18. 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.

## **19. DEFAULTS**

In the event that Vendor defaults in its obligations under this MA, and if such default is not cured within thirty (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.

## **20. 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.

## **21. 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) 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 (d) 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.

## **22. ASSIGNMENT**

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

## **23. INDEPENDENT CONTRACTOR**

Vendor, in the performance of this MA, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of Ed Tech JPA, and are not entitled to benefits of any kind or nature normally provided to employees of Ed Tech JPA and/or to which Ed Tech JPA's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this MA. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees.

## **24. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this MA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this MA by providing a written notification and shall not be liable to the other for failure to perform its obligation.

## **25. 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.

## **26. 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.

## **27. 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.

## **28. EXHIBITS**

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

**29. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This MA, the RFP, Vendor's Proposal, and the NDPA are the entire agreements between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor 's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this MA; (2) any exhibit, schedule, or addendum to this MA; (3) the NDPA; (4) the body of the PA; (5) any exhibit, schedule, or addendum to the PA; (6) Vendor's Proposal; and (7) the RFP.

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

Education Technology Joint Powers Authority **VENDOR**

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By: Brianne Ford  
Its: President of the Board

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Date

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By:  
Its:

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Date

**Exhibit A**  
**Ed Tech JPA Pricing**

## **ED TECH JPA PURCHASE AGREEMENT: Electronic Document Routing Solution**

This Purchase Agreement ("PA"), is made as of **DATE** ("Effective Date"), by and between the **[INSERT MEMBER]** ("Participant") and **[INSERT]** ("Vendor").

### **BACKGROUND**

A. Education Technology Joint Powers Authority ("Ed Tech JPA") is a Joint Powers Authority formed by local public agencies, pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its Members across California and public agencies outside of California who have verified that they are eligible to participate.

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On October 23, 2023, 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 Solutions (and related services (the "Product") and thereafter entered into a Master Agreement (MA) to establish the terms by which Members of the Ed Tech JPA may purchase products from Vendor.

C. Participant has completed its own due diligence regarding the suitability of Vendor and Products for Participant's needs.

D. The parties are entering this PA to establish the terms and conditions of the purchase by Participant pursuant to that MA.

### **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 Product, (b) any additions or deletions to Product listed on this PA shall be promptly executed through an amendment to this PA, signed by Vendor and Participant.

Vendor acknowledges that Participant is responsible for (a) completing its own due diligence regarding the suitability of Vendor and Product, (b) prior to executing a PA, Participant worked with a Vendor representative to establish an Implementation Plan with the Participant, as further described in the RFP, (c) Participant is not bound to a purchase until it has obtained any required approvals from its Board and executed this PA, and (d) by entering into one or more PAs with

Participant, Vendor agrees 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 any additional services, and the parties' implementation plan ("Implementation Plan") are attached hereto as Exhibit A.

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, MA, and Exhibit A of this PA.

## **2. COMPLIANCE WITH APPLICABLE LAW**

A. 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 Product, 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. Vendor has executed the Standard Student Data Privacy Agreement CA-NDPA (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose Participant data for any purpose other than for the specific purpose of providing the Products specified in the PA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Participant data to another business or third party for monetary or other valuable consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the PA or the Products involves a "selling" or a "sale" of Participant data under Cal. Civ. Code §1798.140(t)(1).

B. In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG2") and such iterations of WCAG2 as may become applicable during the term of this Agreement.

## **3. 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.

## **4. 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.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Participant, members of Participants' board of trustees, and the officers, agents, employees, and volunteers of Participant, individually and collectively, as additional

insureds. Such insurance as is afforded by this policy shall be primary, and any insurance carried by Participant shall be excess and noncontributory.

## **5. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or is substantially equivalent to original Products listed in the RFP, Vendor's Proposal in response to the RFP ("Vendor's Proposal"), the MA and/or any PAs, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Product that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor executes an Amendment to the MA with Ed Tech JPA;
- D. Vendor receives an executed Amendment to the PA.

## **6. INVOICING FOR SERVICES**

The RFP number and name shall appear on each purchase order and invoices for all purchases placed under this PA. Unless otherwise agreed upon by both parties in writing, signing a delivery and acceptance certificate constitutes acceptance of the Product and allows Vendor to invoice for the Product. Ed Tech JPA does not guarantee timely payment. The Purchase Agreement is between Vendor and Participant.

The parties acknowledge that (a) all annual recurring fees are due and payable annually for each year of the Term, and (b) all one-time fees are due in full within thirty (30) days of execution of this PA. Consistent with the above, upon execution of this PA and each subsequent year of the Term, Vendor will submit invoices to Participant. Participant shall have thirty (30) days to process purchase orders and, upon receipt of invoice, Participant shall agree to pay all undisputed invoices in full within thirty (30) days of the date of invoice.

## **7. LICENSING**

Subject to this PA, Vendor hereby grants Participant (including Participant's students, employees, volunteers, parents and authorized guardians of Participant's students, all as applicable and described in the relevant description of services ("Users")), a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Product during the Term in accordance with applicable laws and regulations.

Except as expressly permitted in this PA, Participant will not itself, and will not authorize or allow any third party to: (a) provide access to the Product to any person who is not a User; (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Product; (c) modify, translate or create derivative works based on the Product; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Product; (e) use the Product for timesharing or service bureau purposes or otherwise for the benefit of a



third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Product or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Vendor or its suppliers on the Product or on any printed or digital materials provided by Vendor.

Participant will itself and will instruct its Users to: (i) attempt to prevent unauthorized access to or use of the Product; and (iii) notify Vendor promptly of any known or suspected unauthorized access or use. Participant will reasonably assist Vendor in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, (i) all rights granted to Participant will immediately terminate and Participant will promptly cease use of the Product, (ii) Vendor will grant Participant a three (3) month period to export Participant data from the Product, (iii) Vendor has no obligation to maintain or provide any Participant data after the termination or expiration of this PA.

## **8. LIMITATIONS OF LIABILITY**

Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS PA OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) PARTICIPANT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY THIS PA AND FAILURE TO CURE THEREIN AS SPECIFIED AND (B) THE PARTIES' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS PA, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS OF PARTICIPANT ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT OR ANY ASSOCIATED AGREEMENT, VENDOR'S LIABILITY FOR ALL CLAIMS RELATING TO DATA SECURITY OR PRIVACY, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED TWO TIMES THE AGGREGATE FEES PAID BY PARTICIPANT TO VENDOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

## **9. INDEMNIFICATION**

A. Vendor will defend, indemnify and hold harmless Participant and Ed Tech JPA and their 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) Participant 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; (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Vendor; or (iv) related to a data breach and/or personal injury due to Vendor's recklessness, gross negligence, or intentional conduct. 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, Vendor, or its designee, will either, (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 PA as to the infringing Product, require the return of the allegedly infringing Product and refund to Participant a portion of the 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 Participant 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 Participant.

B. To the extent permitted under applicable law, Participant agrees to defend, indemnify and hold harmless Vendor and Ed Tech JPA and their 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. 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, each party shall pay their own attorneys' fees.

## **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. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of **number (#)** years. The parties understand that this PA and subsequent extensions may extend for multiple years after the Term of the Master Agreement, upon mutual written consent of both parties, for a term not to exceed five years. The expiration or termination of the MA shall not affect Vendor's obligation to deliver Products as ordered by Participant pursuant to this PA.

Either Party may terminate this PA upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this PA or the NDPA by the other party; or (b) any act by Vendor exposing the Participant to liability to others for personal injury or property damage; (c) either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of the party's insolvency or (d) student data breach. Written notice by the terminating party shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made ("Cure Period"), this PA shall, upon the expiration of the Cure Period, cease and terminate. In the event of such termination initiated by Participant due to Vendor's action Vendor shall refund any pre-paid fees to Participant on a prorated basis. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Participant. 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 progress, 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 termination of this PA 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.

### **13. 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.

### **14. 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) 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.

A. The primary Vendor contract manager for this PA shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

B. The primary Participant contract manager for this PA shall be as follows:

Name:

Attn:

Address:

Email:

Phone:

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

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

[edtechjpa@iusd.org](mailto:edtechjpa@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.

## 15. ASSIGNMENT

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

## **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. WARRANTY**

Vendor represents to Participant that the Product will substantially perform in all material respects the functions described in Vendor's Proposal when used and/or accessed in accordance with the terms and conditions of this PA.

Participant's sole and exclusive remedy for a breach of this warranty shall be: (1) Vendor shall be required to use commercially reasonable efforts to provide modifications or fixes with respect to the applicable nonconformity in the operation of the Product; or (2) in the event Vendor is unable to correct such deficiencies after good-faith efforts, Vendor shall refund any pre-paid fees to Participant on a prorated basis from the date Vendor received such notice. To receive warranty remedies, Participant must promptly report deficiencies in writing to Vendor within thirty (30) days after the deficiency is identified by Participant. The foregoing warranties shall not apply in the event : (i) Participant or its Users use and/or access the Product in a manner which is not in conformance with the terms and conditions of this PA; (ii) Participant or its Users use the Product with third party data, software or hardware which is incompatible with the Product; (iii) errors in the Product are a result of Participant's or its Users' configuration or manipulation of the Product, in each case specifically not recommended in writing by Vendor; or (iv) reduced performance or non-availability of the Product result from failure of network connections, or other factors, beyond the reasonable control of Vendor.

Vendor will use commercially reasonable efforts to make the Product available with an annual uptime percentage of at least 99% ("Service Commitment") after the Product has been fully implemented. In the event Vendor does not meet the Service Commitment, Participant will be eligible to receive a service credit as described herein. The maximum amount of the credit is one twelfth (1/12) of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Product was unavailable below the Service Commitment, and multiplying it by three percent (3%) of one twelfth (1/12) the annual subscription fee. If the Participant has been using the Product for less than one year, the preceding one year will be used with any days prior to Participant's use of the Product deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Vendor. Any service credit shall be calculated using solely the fees paid for the Product. Participant's sole and exclusive remedy for breach of the Service Commitment in this Section will be for Vendor to provide a credit as provided in this Section; provided that

Participant notifies Vendor in writing of such claim within thirty (30) days of becoming eligible for such claim.

#### **19. SURVIVAL**

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 9 through 14, covering Indemnification, Attorneys' Fees, Severability, Term & Termination, Governing Law, and Notices.

#### **20. EXHIBITS**

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

#### **21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.**

The RFP, Vendor's Proposal in response to the RFP, the MA, the NDPA and this PA are the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this PA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this PA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the MA; (2) any exhibit, schedule, or addendum to the MA; (3) the NDPA; (4) the body of this PA; (5) any exhibit, schedule, or addendum to this PA; (6) Vendor's Proposal; and (7) the RFP.

#### **22. INDEPENDENT CONTRACTOR**

Vendor, in the performance of this PA, shall be and function as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the Participant, and are not entitled to benefits of any kind or nature normally provided employees of the Participant and/or to which Participant's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this PA. Vendor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Vendor's employees.

#### **23. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this PA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this PA by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or Vendor shall refund any pre-paid fees to Participant on a prorated basis.

**24. 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.

**25. AUTHORIZED SIGNATURES**

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.

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

**PARTICIPANT**

**VENDOR**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Its:**

\_\_\_\_\_  
**Its:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**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

Disclosure of Proposal

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)
- Disclosure of Proposal
- Insurance Requirements Acknowledgement (Appendix B)
- Minimum Price Guarantee Acknowledgment (Appendix B)
- Administrative Fee Acknowledgment (Appendix B)
- Rules Acknowledgement (Appendix B)
- Federal Certifications (Appendix C)
- Pricing Form (Appendix D)
- Service Level and Maintenance Agreement (if applicable) (Appendix E)
- Sample Reports and Training Materials (Appendix E)
- Standard Student Data Privacy Agreement CA-NDPA (Appendix F)
- Proposal Form (Attachment 1)

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



## MASTER AGREEMENT & PURCHASE AGREEMENT CONFIRMATION

Upon notification of selection and Board Approval by a Participant, 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 the following box:

Amendments

Amendment No	Date Published	Date Received

Signature	Date

Vendor Legal Name

Name	Title

**VENDOR REPRESENTATION AND CERTIFICATION**

The undersigned hereby acknowledges and affirms that:

- He/she is a duly authorized agent of the Vendor with the authority to submit a Proposal on behalf of the Vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
- He/she has read the complete RFP documents and all amendments issued pursuant thereto.
- The Proposal complies with State conflict of interest laws. The Vendor certifies that no employee of its firm has discussed, or compared the Proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
- If the Vendor’s Proposal is accepted by Ed Tech JPA, the Vendor will enter into a Master Agreement with Participants to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to Participants 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 Participant 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, Participant 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 Participant. 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

--	--

**CONTACT WITH STUDENTS**

I hereby certify that no employees or subcontractors will have any interaction with students (including, but not limited to, in-person interactions, virtual interactions, help desk interactions, interactions by delivery and/or training personnel), unless under the immediate supervision and control of a parent, legal guardian, or Participant employee.

OR

Employees or subcontractors may have interactions with students that are not immediately supervised by a parent, legal guardian, or Participant employee.

*\*If checking this box a Certification by Contractor is required.*

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signature	Date

Vendor Legal Name

Name	Title



**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ 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 DOJ.

**The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.**

.....

**CERTIFICATION BY CONTRACTOR**

To the Governing Board of Education Technology Joint Powers Authority and any future Participants

I, , am the   
Name of individual Title

Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125. I.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing



services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.S(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at

	, California
--	--------------

On

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Signature

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Vendor Legal Name

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Name

Title

--	--

Address

Telephone Number

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**DISCLOSURE OF PROPOSAL**

I hereby agree to the posting of this **full Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

OR

I agree to the posting of a **redacted Proposal** and supporting documents on a password protected website available only to active Ed Tech JPA Members.

Signature	Date

Vendor Legal Name

--

Name	Title



**W-9**

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

Please be sure to enter Vendor's full legal name. This is the name that will be used for awarded vendors.

## **Insurance Requirements Acknowledgement**

These are the Insurance Requirements for Vendors providing services or supplies to Ed Tech JPA, and its Founding Members and Associate Members. By submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Insurance Requirements may include additional provisions as deemed appropriate by Ed Tech JPA and the Participant. All insurers must be duly licensed and admitted by the State of California.

### **Mandatory Requirements** (unless Participant 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 Participant)

1. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.

2. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.

Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Ed Tech JPA or Participant, as applicable. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

### **Optional Insurance**

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by EdTech JPA. Desired coverage includes: i. Security and privacy liability, including privacy breach response costs, regulatory fines and penalties; ii. Media liability, including infringement of copyright, trademark and trade dress (intellectual property by appearance of product, design, or packaging); iii. Cyber extortion; and iv. Privacy. Suggested limits of not less than \$2,000,000 per occurrence, or sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this RFP, Master Agreement and Purchase Agreements with Associate Members. The Policy should include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

### **Additional Insured Endorsement Language**

"[Participant 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) days 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 Participants. 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

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Vendor Legal Name

--

Name

Title

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**Minimum Price Guarantee Acknowledgment**

To prevent underpricing and protect seller Margin, Vendor’s pricing shall be subject to a Minimum Price Guarantee (MPG), whereby, Vendor shall agree not to sell directly, or through a reseller, to Ed Tech JPA’s Eligible Entities located in California (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA, the Products(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement.

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

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date
Vendor Legal Name	
Name	Title



## Administrative Fee Acknowledgment

Vendor agrees to pay Ed Tech JPA an administrative fee (the “Admin Fee”) calculated as four percent (4%) of the invoiced amount of any Participant agreement with Vendor based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

<https://edtechjpa.org/administrative-fee>

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. The Admin Fee must be included when determining the pricing offered. The Admin Fee is not negotiable and shall not be added as a separate line item on an invoice. The Admin 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

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## Appendix C: Federal Certifications

### Education Department of General Administration Regulation (EDGAR) Federal Funding Contract Compliance Form

The following provisions are not required for award but may be required by Participants and apply when federal funds are expended by Participants for any contract resulting from this procurement process. Participants are the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### **Breach of Contract by Either Parties**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to the Federal Rules above, when federal funds are expended by Participants District, the Participant reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I hereby agree to the Breach of Contract by Either Parties

Initials of Authorized Representative of Vendor                      Name

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#### **Termination For Cause or For Convenience**

Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the Federal Rules above, when federal funds are expended by Participants, Participants reserve all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participants also reserve the right to terminate the contract immediately, with written notice to Vendor, for convenience, if Participant believes, in its sole discretion that it is in the best interest of Participant to do so. The Vendor will be compensated for work performed and accepted and goods accepted by Participant as of the termination date if the contract is terminated for convenience of Participant. Any award under this procurement process is not exclusive and Participants reserve the right to purchase goods and services from other vendors when it is in the best interest Participants.

I hereby agree to the Termination For Cause or For Convenience

Initials of Authorized Representative of Vendor      Name

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**Rights to Inventions Made Under a Contract Agreement**

Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement, “; the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

I hereby agree to the Rights to Inventions Made Under a Contract Agreement

Initials of Authorized Representative of Vendor      Name

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**Clean Air Act (42 U.S.C.7401-7671q.)**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and sub grants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in the Federal Rules above.

I hereby agree to the Clean Air Act (42 U.S.C. 7401-7671q.)

Initials of Authorized Representative of Vendor      Name

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**Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive



Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

I hereby agree to the Debarment and Suspension

Initials of Authorized Representative of Vendor      Name

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**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

(Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the Federal Rules above, when federal funds are expended by Participants, the Vendor certifies that during the term and after the awarded term of an award for all contracts by Participants resulting from this procurement process, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that

- a.) No Federal appropriated funds have been paid or will be paid for 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b.) 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 grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions
- c.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.



I hereby agree to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Initials of Authorized Representative of Vendor	Name

**Record Retention Requirements for Contracts Paid For With Federal Funds - 2 CFR § 200.333**

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I hereby agree to the Record Retention Requirements for Contracts Paid For With Federal Funds - 2 CFR § 200.333

Initials of Authorized Representative of Vendor	Name

**Certification of Compliance With the Energy Policy and Conservation Act**

When federal funds are expended by Participants for any contract resulting from this procurement process, the Vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

I hereby agree to the Certification of Compliance With the Energy Policy and Conservation Act

Initials of Authorized Representative of Vendor	Name

**Certification of Compliance with Buy America Provisions**

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

I hereby agree to the Certification of Compliance with Buy America Provisions

Initials of Authorized Representative of Vendor	Name

**Certification of Non-Collusion Statement**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

I hereby agree to the Certification of Non-Collusion Statement

Initials of Authorized Representative of Vendor	Name

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above**

Vendor Legal Name

--

Vendor Address

--

City	State	Zip

Phone Number	Fax Number

Email Address

--

Name	Title

Signature	Date

## Appendix D: 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

**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 the quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2 in the Unit Cost column, along with specifications to qualify for each Tier in the Description column. If inadequate specifications are made Participants may select which Tier they belong in, to the best of their knowledge.**

**All costs for functionality in the proposal must be listed in the pricing forms. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.**

Pricing Form				
One Time Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
<b>Implementation</b> <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>				
<b>Training</b> <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>				
<b>Other</b> <i>Please Describe:</i>				
Annual Recurring Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
<b>Tier 1 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	Minimum number of licenses to qualify for Tier 1 _____			
<b>Tier 1 Maintenance &amp; Support</b>				
<b>Tier 1 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>				
<b>Tier 1 Other</b> <i>Please Describe:</i>				

<b>Tier 2 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	Minimum number of licenses to qualify for Tier 2 _____			
<b>Tier 2 Maintenance &amp; Support</b>				
<b>Tier 2 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>				
<b>Tier 2 Other</b> <i>Please Describe:</i>				
<b>Tier 3 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	Minimum number of licenses to qualify for Tier 3 _____			
<b>Tier 3 Maintenance &amp; Support</b>				
<b>Tier 3 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>				
<b>Tier 3 Other</b> <i>Please Describe:</i>				
<b>Optional Services/Solutions</b>				
<b>Item</b>	<b>Description</b>	<b>Unit Cost</b> <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	<b>One Time Cost</b> <i>(Y or N)</i>	<b>Price Escalators</b> <i>(Years 1 - 5)</i>
<b>Optional Services/Solutions 1</b> <i>Check box if required to meet minimum requirements of this RFP</i>	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		

	<p><i>If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:</i></p>			
<p><b>Optional Services/Solutions 2</b> <i>Check box if required to meet minimum requirements of this RFP</i></p>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<p><i>If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:</i></p>			

## Appendix E: Supplementary Materials

Service Level and Maintenance Agreement (if applicable)

Sample Reports and Training Materials

Additional Resources that Support the Proposal

\*Please note that Vendor agreements must be incorporated into Ed Tech JPA agreements and negotiated after award to be incorporated into terms.





## Appendix F: Standard Student Data Privacy Agreement (CA-NDPA Standard)

Please complete and sign the CA-NDPA, including Exhibit E, so Ed Tech JPA Members can agree to the same terms.

Version 1.0 (10.22.20)

Ed Tech JPA

and

Provider

DATE

This Student Data Privacy Agreement ("DPA") is entered into on **DATE** (the "Effective Date") and is entered into by and between: Education Technology Joint Powers Authority (the "**Local Education Agency**" or "**LEA**"), located at 5050 Barranca Parkway, Irvine, CA 92604, and **VENDOR** (the "**Provider**"), located at **ADDRESS**

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

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

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

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

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

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

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

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for five (5) years. Exhibit E will expire five (5) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett Title: Supervisor Purchasing and Contracts

Address: 5050 Barranca Parkway, Irvine, CA 92604

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

The designated representative for the Provider for this DPA is:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

**LEA: Education Technology Joint Powers Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Brianne Ford Title/Position: President

**PROVIDER: NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**STANDARD CLAUSES**

Version 3.0

**ARTICLE I: PURPOSE AND SCOPE**

- Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student- Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

## ARTICLE III: DUTIES OF LEA

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

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a}{l}}, LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
  - (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de- identified Student Data to any party unless (a) that party agrees in writing not to attempt re-

identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
  
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
  
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
  
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally,

Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

- 4. Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
  - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**



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

#### **ARTICLE VII: MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO

THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
  
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
  
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**

DESCRIPTION OF SERVICES

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

Electronic Document Routing Solution

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	

	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent / Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	

Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	



Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

Category of Data	Elements	Check if Used By Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	

Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .	

## **EXHIBIT "C:" DEFINITIONS**

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

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

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

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

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

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

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

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

**Service Agreement:** Refers to the Contract and/or Terms of Service and/or Terms of Use.

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

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline

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

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

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

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

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

**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

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

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in

an attachment to this Directive:

[Insert categories of data here]

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

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable. By

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Education Technology joint Powers Authority

("Originating LEA") which is dated \_\_\_\_\_, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or five (5) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

**PROVIDER: NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

**2. Subscribing LEA**

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

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

**LEA:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

SCHOOL DISTRICT NAME: \_\_\_\_\_

DESIGNATED REPRESENTATIVE OF LEA: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

2/24/2020

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

Cybersecurity Frameworks

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

Please visit [http:// www.edspex.org](http://www.edspex.org) for further details about the noted frameworks.

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

**EXHIBIT "G"**  
**Supplemental SDPC State Terms for California**

**Version 1.0**

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "**Local Education Agency**" or "**LEA**") and **NAME**, located at **ADDRESS** (the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

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

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

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

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

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

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

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

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





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

**LEA: Education Technology Joint Powers Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Brianne Ford Title/Position: President

**PROVIDER: NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

## Attachment 1: Proposal Form

### Contractor Information

<b>Firm/Contractor Name</b>	
<b>Primary Contact Name</b>	
<b>Contact Title</b>	
<b>Contact Email</b>	
<b>Contact Phone</b>	

Write out all answers using the Proposal Form. Additional material may be submitted with the proposal as appendices. No brochures, marketing materials, or internal company documentation will be considered when scoring Proposals. Cross-references to the Proposal Form in additional materials will not be considered responsive. Any additional descriptive material that is used in support of any information in your proposal must be clearly identified. Essential criteria is denoted with double asterisks (\*\*), and green boxes. Each vendor must meet the essential criteria to be awarded a contract with Ed Tech JPA. Criteria without double asterisks in blue boxes are supplemental criteria our members may use to determine the products and services that best meet their needs.

## 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
<b>**1.3**</b> 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 Participant staff, Ed Tech JPA and/or Participant may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. <b>**</b>			
1.4 Confirm that Vendor maintains cyber insurance.			
<b>**1.5**</b> Confirm that Vendor will acquire and adhere to any applicable permits, fees, inspections, and construction administrative requirements. Confirm that a copy of all applicable permit applications and, upon issuance, all approved permit(s) shall be provided to the Participant. <b>**</b>			
<b>**1.6**</b> Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. <b>**</b>			
1.7 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.			

**\*\*1.8\*\*** 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 K-12 education and/or government 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 or government 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. **\*\***

**1.9** 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.

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

**1.11** Describe any independently awarded certifications or credentials held by the Vendor or awarded to the proposed products. Examples of appropriate certifications include those awarded by manufacturers to installation/implementation partners, certifications related to data privacy or security (e.g., FedRAMP), and certifications related to research-supported educational outcomes (e.g., Digital Promise).

Certification:  
Description:  
Year Awarded:  
Link to website:

**1.12 Subcontractors**

**1.12.1 Subcontractors Information:** Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by Vendor. State any work proposed to be provided by a subcontractor and provide evidence of each subcontractor’s capability and willingness to carry out the work. **Please keep in mind that hosting providers, such as AWS and Azure, are considered subcontractors.** 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
<b>**1.12.2**</b> 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 Participant 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 Participant. <b>**</b>			

### 1.13 References

	Yes	No	Comments
<b>**1.13.1**</b> Confirm the Solution is in operational use, actively supported by Vendor in at least five (5) K-12 or government organizations. <b>**</b>			

Provide customer references for at least five (5) K-12, postsecondary education, or government organizations currently serviced by the Vendor. Include the size of each reference organization and the scope of the project. At least three (3) of the references must be using the proposed products. Installations should be similar in scope, timeline and technical design to Vendor's Proposal for Ed Tech JPA. Vendors who are not located in the United States, but who are located in a country where the GDPR governs and/or who do not perform their proposed Solutions in the United States, but whose performance is in a country where the GDPR governs

(Foreign Vendors), must include at least three (3) references located within the United States that use the Solution. 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 Solution 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.
- **Implementation Length** - Length of time from contract execution to full implementation of the system.
- **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 Solution proposed for Ed Tech JPA. (References must be from organizations using the same or similar products and services).
- **Vendor Project Manager(s)** for implementation and ongoing use of products and services.

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

Reference #2
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Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of system *include number of locations	
Vendor Project manager	

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

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

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

Vendor Project manager

### 1.14 Implementation

	Yes	No	Comments
<b>**1.14.1**</b> 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. <b>**</b>			
<b>**1.14.2**</b> Vendor confirms that it will provide Participants with a written implementation plan with specific dates no later than two weeks after receiving notification from Participants unless a later date is agreed to by both parties. Participants will not be required to implement Vendor's Solution until after approving the implementation plan, obtaining Participant Board approval, and upon full execution of the Purchase Agreement. <b>**</b>			
1.14.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
<b>**1.14.4**</b> 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 Participants' 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. <b>**</b>			
1.14.5 If selected, Vendor will agree to contract language allowing mutual contract termination in whole or in part, in the event that Participant(s) 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.			
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1.14.6 Specify any minimum system requirements that must be in place prior to implementation.

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**\*\*1.14.7\*\*** Provide a general project plan that includes implementation of the proposed Solution. Include a general outline of essential tasks/milestones and the estimated timeline for implementation. **\*\***

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**\*\*1.14.8\*\*** 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 Participant and Vendor responsibilities during the implementation process. **\*\***

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1.14.9 Identify examples of Vendor resources/staff that will be assigned to Participants’ implementations, including estimated availability and anticipated time commitment, years of experience with the company, and recent projects similar in scope to Participant implementation.

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**\*\*1.14.10\*\*** Describe any assumptions or constraints impacting Vendor’s project timeline. If any feature or component of the Solution will be phased in on a later timeline (e.g., historical data importing), identify those constraints here. **\*\***

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

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

1.14.13 Confirm that the Solution can transfer student and personnel data from the Participants' incumbent system(s) to the new Solution. If this is limited to specific providers/systems, please list those with which this capability exists. Provide information related to the Vendor's transition approach. List any assumptions or conditions that would impact data migration to the Solution from an incumbent system.

### 1.15 Training

	Yes	No	Comments
1.15.1 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.			

**\*\*1.15.2\*\*** 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. **\*\***

**\*\*1.15.3\*\*** 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. **\*\***

1.15.4 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. Please also include all costs in Appendix D.

1.15.5 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 Participant staff completes various levels. Please also include all costs in Appendix D.

1.15.6 Describe any on-site training/support/assistance during or after implementation, and any costs associated with the training/support/assistance. Please also include all costs in Appendix D.

1.15.7 Describe available webinars and online training.

### 1.16 Support and Maintenance

	Yes	No	Comments
**1.16.1** Confirm that unlimited support is available through a toll-free phone number and online ticketing system, ideally from 7am to 5pm PST (Monday-Friday). **			
**1.16.2** Confirm emergency after-business-hours support is available for critical issues (site/district outage, data integration failure). **			
**1.16.3** 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 Participant. Please describe the size, work location and organizational structure of the support team. **			

1.16.4 Confirm that Vendor does not outsource customer support.			
1.16.5 Confirm that Vendor will appoint one point-of-contact for each Participant. to act as a company liaison and point of escalation for support and/or platform issues.			

**\*\*1.16.6\*\*** 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. **\*\***

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

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

**\*\*1.16.9\*\*** Describe the process for submitting support requests. Explain how support requests are tracked. Describe how the original requestor as well as centralized Participant support personnel (IT contact and contract administrator) can access support request history.

**\*\*1.16.10\*\*** Describe the escalation procedures for issues. Please be specific about when and how an issue may be escalated including:

- Automated triggers based on issue severity,
- Automated triggers based on time-lag to resolution,
- Direct request from the Participant (customer),
- Direct request from Vendor staff (e.g, customer success manager), and/or
- Other event or request.

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

1.16.12 Describe systems in place to capture customer feedback and how that feedback is used to inform Vendor's development and organizational priorities.

1.16.13 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.

1.16.14 Indicate what Vendor defines to be "regular" and "emergency" services, and describe the expected and guaranteed response time for "regular" and "emergency" services.

1.16.15 State what recourse is available if the proposed Solution does not perform as quoted and the Participant is faced with loss or interruption of service.

1.16.16. Indicate the provisions for service and support if Vendor's business terminates, is subjected to a strike, or shutdown for any reason.



## Part 2 Technology Requirements

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

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

### 2.1 General

	Yes	No	P (Planned)	C (Custom Development Available)	Comments
**2.1.1** Confirm that the Solution shall be designed to anticipate and provide for increases in data storage needs, increasing size and scope of data sets on-line, and increasing number of users.**					
2.1.2 Confirm that software updates are included in the maintenance contract.					
2.1.3 Confirm that Solution and all Vendor-supplied content meet WCAG 2.0AA requirements and ensures access to individuals with disabilities.					

2.1.4 Provide information regarding the Solution database platform and versions supported.

**2.1.5** Specify whether the Solution is Vendor-hosted (web/cloud-based) or Participant-hosted (on-premise). **

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

2.1.5.2 If the Solution is on-premise, confirm that the Solution can be run in a Virtualized environment (VM Ware, Hyper V).

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

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

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

2.1.7 Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades. Describe expectations of Participant staff to apply upgrades for Solution.

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

**\*\*2.1.9\*\*** Describe what features are embedded in the Solution to ensure that Solution and all Vendor-supplied content meet WCAG 2.0AA requirements and provide access to individuals with disabilities.\*\*

2.1.10 Describe any features available in the Solution to identify and remediate accessibility issues with Participant-provided content (if applicable).

2.1.11 Describe Provider's approach to assessing usability and navigability of the Solution (e.g., periodic third-party usability studies, collection of user feedback, use of navigation/user activity data, design review processes).

## **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 Solution for the past three (3) years. Scheduled maintenance that renders the Solution unavailable for typical usage, should be counted as an outage. Describe process for maintenance, including communications and Solution availability during scheduled maintenance. Define uptime commitments included in Vendor's 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 experienced 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 planning.

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 on-premise installation is recommended, provide all technical documentation including minimum requirements, database sizing recommendations, and Solution architecture and installation.

### **2.3 Upgrades and Maintenance**

**\*\*2.3.1\*\*** Confirm anticipated Solution availability (ideally 24/7, 365 days per year). Provide details related to scheduled maintenance windows and precautions taken to minimize service disruption due to planned maintenance. **\*\***

2.3.2 Clarify whether Vendor will host dedicated, separate production, test and training environments for Participants under this agreement. Participants 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 If a dedicated, separate test environment is not provided as part of the Solution, describe Vendor’s recommended strategy for safely applying and testing configuration changes and/or large-scale data changes (e.g., modifying an import file).

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2.3.4 Provide details on maintenance service arrangements for the proposed Solution and the cost for any alternative available including maintenance contracts and per-call maintenance cost. Please also include all costs in Appendix D.

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**2.4 Data and Interoperability**

	Yes	No	P	C	Comments
2.4.1 Confirm that the Solution utilizes common standards for data integration and interoperability.					

**\*\*2.4.2\*\*** Please describe how Vendor’s proposed Solution supports Participants’ full access to extract their user-generated, system and usage data. **\*\***

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**\*\*2.4.3\*\*** Please specify which platforms Vendor’s proposed Solution integrates with for authentication/authorization (Active Directory, Google Single Sign On, etc.). **\*\***

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**\*\*2.4.4\*\*** Provide a list of all Student Information Systems (“SIS”), Learning Management Systems (“LMS”), Notification Systems, and/or financial systems, that Vendor’s proposed Solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Bitech, Business Plus, Munis, Schoolloop, SchoolMessenger, Blackboard). For each, please briefly describe the level of integration and how frequently the Solution can pull/refresh data from these data sources. For systems that rely on data FROM the electronic document routing software, specify any limitations on the number, frequency or scope of scheduled extracts that Participant agencies can create and use. **\*\***

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LMS	
Notification Systems	
Financial Systems	

**\*\*2.4.5\*\* Describe Vendor's data integration and loading process; please also include sample file layouts. \*\***

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**2.4.6 Describe support for creating custom, scheduled imports and exports.**

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

--

**\*\*2.4.8 \*\* Describe the Solution's approach to interoperability with related student or other data systems. \*\***

--

**2.4.8.1 Explain the process and tools available (ex: API) for Participants to integrate the Solution with other data systems.**

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**2.4.8.2 Describe whether the Solution adheres to common standards (ex: Ed-Fi, One-Roster) and /or leverages third-party integration options (ex: Clever, Classlink) to improve interoperability.**

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2.4.8.3 If the Solution does not utilize or conform to any common standards, describe how Vendor guarantees data interoperability between Solution and various Participant existing systems.

## 2.5 Security

	Yes	No	P	C	Comments
<b>**2.5.1**</b> Confirm that the Vendor's information security policies are documented and available to clients upon request. <b>**</b>					
2.5.2 Confirm that the Solution prevents users from accessing information on students that they are not directly involved with. If the Solution does not allow for students to be secured by teacher, grade-level at a school, and specific school, describe the different permission levels that the Solution can enforce.					
2.5.3 Confirm that Ed Tech JPA and Members may review Vendor internal and/or 3 <sup>rd</sup> party security audits.					
<b>**2.5.4**</b> Warrant that Vendor provides background checks on all employees, and/or that only employees who have undergone said background checks will have access to Participants' data. <b>**</b>					
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, to test the Solution and run ongoing checks/improvements.					
<b>**2.5.7**</b> Confirm that Vendor is capable of providing access limitations based upon Participant roles, and give the site system administrator a tool to modify access rights at the individual level. Vendor's Solution must be configurable to provide specific user rights and roles and to restrict data access and					

administrative oversight to the appropriate personnel. **					
**2.5.8** Vendor agrees that, even if the proposed Solution is hosted by Vendor, data housed in the Solution remains the sole property of Participant and cannot be used in any way not explicitly approved by Participant.**					
**2.5.9** Confirm that no third-party shall be given access to Participant data for any reason without explicit, written authorization from the Participant. Any third party used to support the Solution must be identified as a designated subcontractor in the RFP response. **					
**2.5.10** Confirm that Vendor agrees to execute and abide by all terms in the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix E of this RFP). **					

2.5.11 Indicate if the Solution can be integrated with platforms for authenticated user permission assignment. Specify which platforms the Solution can be integrated with (such as Active Directory or Google Single Sign On).

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

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

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

**2.6 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 (OLEBD) 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).

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

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

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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.

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### Part 3 Functionality and Usability

This section should include an in-depth description of the Electronic Document Routing Solution. **Vendors may respond and be awarded to one or more system modules, and are not required to respond to all modules** (for example, a vendor that offers only Web-Based Forms and not Mobile Access may respond only to the Web-Based Forms section and be awarded for that section only).

Please indicate below which system modules Vendor is proposing. Indicate whether the module may be licensed individually or whether it must be combined with other modules provided by Vendor to function properly with full Vendor support. For example, if Vendor offers a specific part of the Solution, but will integrate with third party solutions, Vendor should indicate that the specific part of the Solution requiring third party integration is licensed individually. It is essential that Vendors respond in a way that demonstrates the full feature set of the electronic document routing solution and its usability.

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

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)
3.1 - User Experience/Interface				
3.2 - Form Capture and Processing				
3.3 - Form Searching				
3.4 – Workflow				
3.5 - Mobile Access				
3.6 - Security				
3.7 - Form Distribution and Delivery				
3.8 - Web-Based Forms				
3.9 - Scalability				

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

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

### 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 Participant financial system and student data system. These are most likely two different solutions for each Participant.**				

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 Participant.

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

### 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 Form 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 the 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. **				
3.4.14 Confirm that workflow can be position-based vs. person-based. (Example: Could the document route to Lead Buyer vs. John Doe?).				
3.4.15 Confirm the Solution can communicate or pull an active directory for workflow purposes.				

### 3.5 Mobile Access

	Yes	No	P	C	Comments
**3.5.1** Confirm that the Solution provides a mobile application and/or incorporates responsive design that provides access to users outside of the network with smartphone or a web browser on a smart phone.					
3.5.2 Confirm that, when accessed on a mobile device, the Solution is not limited and has all of the features a user would access on a standard desktop or laptop.					
3.5.3 Confirm that the mobile-accessible Solution allows all features to be fully functional					

on all browsers (Chrome, Firefox, Edge, Safari).					
**3.5.4 Confirm that the Solution provides users mobile access with native applications for both the iOS and Android platforms. **					
**3.5.5 Confirm that the Solution has an API for linking records stored within the system to third party business applications. **					
**3.5.6 Confirm that remote users have the ability to view both data and documents in a remote session. **					
**3.5.7 Confirm that remote users have the ability to annotate records. **					

\*\*3.5.8 Describe any differences in functionality between the mobile application and the web interface. Be specific about any missing or deprecated features for both requestors and administrative users.\*\*

3.5.9 List all mobile operating systems that the mobile application is available in.

3.5.10 Describe any additional features of the Mobile App not already listed.

3.5.11 Provide a screenshot of the Solution as accessible by mobile browser.

3.5.12 Provide a screenshot of the available mobile application.



3.5.13 Describe the ability within the Solution to send push notifications (ie: Are push notifications sent automatically when a status is updated? Can administrative staff send a push notification?).

### 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 allows access without authentication by its own set of users and groups (i.e. Individuals can access via a link). **				
**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 Confirm that the proposed Solution has the ability to duplicate forms.				

3.8.12 Specify which database sources the Solution can interface with for data pre-population (such as Colleague).

3.8.13 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.				

3.9.3 Please describe any additional 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 Participant. Please also provide a brief description of planned development that may be of benefit to Participants.

### Part 4 Price

Vendor must complete the Pricing Forms (Appendix D). In Appendix D, 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
<b>**4.1**</b> 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 Participant have been included on the completed Appendix D: Pricing Form. <b>**</b>			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable for longer than 30 minutes (outside of a scheduled			

maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			
**4.3** Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system. **			

**4.4** 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 that apply to the proposed pricing (e.g., length of term, service quantities). 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 or minimum purchase price, 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 Participant. Describe payment milestones and expectations. **

**\*\*4.10\*\*** Please describe if any implementation/training costs apply for Members who are continuing use of the same Solution (Ex: Member A previously used the Solution using a RFP they issued as a procurement vehicle. Their agreement expires and they purchase the Solution for a new term using the Ed Tech JPA agreements resulting from this RFP, but desire to use their previous instance for the same Solution). **\*\***

## 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. Proposed exceptions must be addressed by Vendor and agreed upon by Ed Tech JPA during contract negotiations to be effective. Ed Tech JPA may elect not to award and/or to revoke award based on requested exceptions that cannot be agreed upon.

\*\*\* End of Proposal Form \*\*\*

**ED TECH JPA MASTER AGREEMENT:  
RFP No. 23/24-04 Electronic Routing Document Solution**

This Master Agreement (“MA”), is made as of 3/1/24 (“Effective Date”), by and between the Education Technology Joint Powers Authority (“Ed Tech JPA”) and Emics, Inc dba Emics, Inc dba Informed K12 (“Vendor”).

**BACKGROUND**

A. Education Technology JPA is a Joint Powers Authority formed by California public agencies pursuant to California Government Code Sections 6500-6536. Ed Tech JPA aggregates purchasing power and expertise for its members (“Members”).

B. Ed Tech JPA establishes its contracts for products and services through the following process:

1. On October 23, 2023, Ed Tech JPA issued a Request for Proposal for Electronic Document Routing Solution (the “RFP”) on behalf of 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 Services Platforms and related services (“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 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. The RFP, Vendor’s proposal in response to the RFP (“Vendor’s Proposal”), and the Standard Student Data Privacy Agreement (“NDPA”) are incorporated herein by this reference. This MA includes the Products and pricing offered in Vendor’s Proposal, as identified in the RFP. Prices will remain valid for all Members through the expiration of the MA and for Members with an active Purchase Agreement with Vendor (“Participants”) through the expiration of any Purchase Agreements (“PA”) entered into directly between Vendor and Participants during the term of this MA.

## **2. TERM**

The term of this MA (the "Term") shall commence on the Effective Date and shall expire after a period of five (5) years. The Agreement may be terminated by Ed Tech JPA or Vendor for convenience after three years by the giving of notice of at least thirty (30) days before the expiration of the (3) year term. 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 Members and to other "Eligible Entities" who elect to become Members. 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.

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 PAs with Vendor to document the quantities, total fees, and delivery terms for Products, and (c) 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 PA 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 or Participant 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**

Members may browse products on the JPA website. Prior to executing a PA, Members will work with a Vendor representative to determine the Vendor implementation timeline and implementation plan ("Implementation Plan") as further described in the RFP. To confirm Participant's request to buy Products using the RFP, Participant and Vendor must complete and execute a PA for the specific Products. Vendor shall provide a copy of complete PAs to Ed Tech JPA within thirty (30) days of request by Ed Tech JPA.

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.



Vendor will work directly with a Participant to fulfill 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 this MA 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 Eligible Entities who express an interest in making a purchase or renewing use of Products to use its MA as Vendor's preferred form of contracting.

Vendor may be asked to participate with Ed Tech JPA staff in related trade shows, product demonstrations, conferences, and online presentations to promote the MA. Ed Tech JPA will promote MAs through the creation of marketing materials, as well as active outreach to its Members.

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.

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 fully executed PA between Participant and Vendor. The PA is between Vendor and Participant. Ed Tech JPA does not guarantee timely payment.

## **7. PRODUCT ADDITIONS/DELETIONS**

Vendor may add or delete Products introduced or removed from the market under the following conditions:

- A. Deleted Products have been discontinued and are no longer available;
- B. Added Products are either a direct replacement or are substantially equivalent to original Products listed in the RFP, Vendor's Proposal, the MA and/or any PAs, or added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Products that Vendor did not have at the time Vendor's Proposal was submitted;
- C. Vendor receives an executed Amendment to the MA;
- D. Vendor receives an executed Amendment to any applicable PA.

## **8. MINIMUM PRICE GUARANTEE**

Vendor agrees not to sell directly, or through a reseller, the Product at a price lower than the price offered in the RFP and this MA to Ed Tech JPA's Eligible Entities located in California (regardless of whether the Eligible Entity is a Member), 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.

During the period of delivery under a contract resulting from this RFP, if the price of the Product decreases, Members entering into a new PA shall receive a corresponding decrease in prices on the balance of the deliveries for as long as the lower prices are in effect. Vendor agrees to amend the MA to reflect the decreased pricing. At no time shall the prices charged to Members exceed the prices under which the RFP was awarded. Members shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the Products.

## **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 Members.

## **10. COMPLIANCE WITH APPLICABLE LAW**

The Products 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. Vendor has executed the Standard Student Data Privacy Agreement (NDPA). The parties acknowledge that for the purposes of the CCPA, Vendor will not (a) retain, use or disclose Member data for any purpose other than for the specific purpose of providing the Products specified in the MA and PA, or (b) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Member data to another business or third party for monetary or other valuable consideration. Without in any way limiting the foregoing, the parties agree that Vendor is a "Service Provider" under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. & § 1798.140(v) and that nothing about the MA, PA, or the Products involves a "selling" or a "sale" of Member data under Cal. Civ. Code §1798.140(t)(1).

In accordance with the Americans with Disabilities Act of 1990 and section 504 of the Rehabilitation Act, all Products provided under this Agreement shall comply to those applicable rules of the Web Content Accessibility Guidelines ("WCAG 2.0") and such iterations of WCAG as may become applicable during the term of this Agreement.

## **11. 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.

## **12. 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.

Any general liability policy provided by Vendor hereunder shall contain an endorsement which applies its coverage to Ed Tech JPA, members of Ed Tech JPA 's board of trustees, and the officers, agents, employees and volunteers of Ed Tech JPA, individually and collectively, as additional insureds, using language as set forth below:

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

## **13. 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 Products ordered by Participants, in reasonable detail ("Quarterly Reports"), no later than the reporting period outlined in this MA. Quarterly Reports will include details related to PAs, including but not limited to: term dates, Vendor name, purchase price, Admin Fee amount, new/renewal purchase. Vendor acknowledges that Ed Tech JPA will track the use of this MA through databases managed by Ed Tech JPA. Vendor agrees that all fully executed PAs will be accurately and timely reported to Ed Tech JPA.

## **14. ADMINISTRATIVE FEE**

- A. Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as four percent (4%) of the invoiced amount of any Participant agreement with Vendor or the then-current Admin Fee, based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

<https://edtechjpa.org/administrative-fee>

An Individual Transaction is defined as the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of

directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over four percent (4%). Vendor shall be permitted to amend the MA pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.

- B. Quarterly Reports shall be reported and Admin 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 15 *to allow for fiscal year end
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 Admin Fee shall **not** be included as an adjustment to Vendor’s Proposal and MA pricing.
- E. The Admin Fee shall **not** be invoiced or charged to the Participant.
- F. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.
- G. Any payments that a Vendor makes to Ed Tech JPA after the due date as indicated in this MA 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 Quarterly Reporting, Admin Fee requirements, and to submit fees on a timely basis shall constitute grounds for suspension of this contract.

**15. CONTRACT MANAGEMENT**

- A. The primary Vendor contract manager for this MA shall be as follows:



Name: Informed K12

Attn: Jennifer Bundy

Address:

555 12th Street, Suite 1670 Oakland,

CA 94607

Email: [contracts@informedk12.com](mailto:contracts@informedk12.com)

Phone: (415) 862-4255

- B. The primary Ed Tech JPA contract manager for this MA shall be as follows:

Education Technology JPA

Attn: Michelle Bennett

5050 Barranca Parkway

Irvine, CA 92604

[EdTechJPA@iusd.org](mailto:EdTechJPA@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.

## 16. INDEMNIFICATION

To the extent permitted under applicable law, Vendor will defend, indemnify and hold harmless Ed Tech JPA and its directors, officers, employees, volunteers, 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 a 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 by Vendor of any of the representations, warranties or covenants contained herein or in any direct communication and/or agreement between Vendor and any Member; or (iv) any allegation that the Product does not conform to WCAG 2.0.

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 by Ed Tech JPA of any of the representations, warranties or covenants contained herein.

The Parties subject to a claim or suit under this section shall promptly provide the other notice in the manner specified in Section 21, below.

## 17. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this MA, each party shall cover its own attorney's fees.

#### **18. 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.

#### **19. DEFAULTS**

In the event that Vendor defaults in its obligations under this MA, and if such default is not cured within thirty (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.

#### **20. 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.

#### **21. 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) 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 (d) 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.

#### **22. ASSIGNMENT**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MA in its entirety, without consent of

the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this MA shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. An “Affiliate” for purposes of this Section shall mean any entity which directly controls, is under common control with, or is directly or indirectly controlled by the party seeking to assign its rights and obligations hereunder.

### **23. INDEPENDENT CONTRACTOR**

Vendor, in the performance of this MA, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of Ed Tech JPA, and are not entitled to benefits of any kind or nature normally provided to employees of Ed Tech JPA and/or to which Ed Tech JPA’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Vendor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Products to be provided under this MA. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor’s employees.

### **24. FORCE MAJEURE**

Neither party shall be deemed to be in violation of this MA if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this MA by providing a written notification and shall not be liable to the other for failure to perform its obligation.

### **25. 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.

### **26. 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.

### **27. 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.

**28. EXHIBITS**

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

**29. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE.** This MA, the RFP, Vendor's Proposal, and the NDPA are the entire agreements between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this MA will be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no Vendor terms or conditions stated in Vendor's Proposal, an invoice, or in any other documentation, will be incorporated into or form any part of this MA, and all such terms or conditions will be void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this MA; (2) any exhibit, schedule, or addendum to this MA; (3) the NDPA; (4) the body of the PA; (5) any exhibit, schedule, or addendum to the PA; (6) Vendor's Proposal; and (7) the RFP.

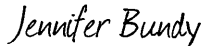
**IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the Effective Date.**

**Education Technology Joint Powers Authority Emics, Inc dba Informed K12**



By: Brianne Ford  
Its: President of the Board

2/26/24  
Date



Jennifer Bundy [12/01/2023 10:17pm PST]  
By: Jennifer Bundy  
Its: Head of Finance & Operations

12/1/2023  
Date



Pricing Form				
One Time Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
<b>Implementation</b> <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>	<p style="text-align: center;">[CONFIDENTIAL TO PUBLIC]</p> <p>Starter implementation includes configuration of up to 10 forms.</p> <p>Platform and Unlimited implementation includes configuration of up to 20 forms.</p> <p>All one-time implementation packages include a named implementation project manager, user provisioning, and staff training program.</p>	<p style="text-align: center;">[CONFIDENTIAL TO PUBLIC]</p> <p>Up to 56% of year 1 annual recurring cost.</p>	Y	Not applicable to one-time fees.
<b>Training</b> <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>	<p style="text-align: center;">[CONFIDENTIAL TO PUBLIC]</p> <p>Live webinars or onsite training as agreed to by the contracting district.</p> <p>Training topics include account management, data and reporting, initiating forms, and tracking forms.</p> <p>Lifetime access to Help Center documentation on platform features.</p>	Included	n/a	n/a
<b>Other</b> <i>Please Describe:</i>	This is Standard Packaging and might			

	have variation due to customization of implementation needs or complexity of the project.			
<b>Annual Recurring Costs</b>				
<b>Item</b>	<b>Description</b>	<b>Unit Cost</b> <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	<b>One Time Cost</b> <i>(Y or N)</i>	<b>Price Escalators</b> <i>(Years 1 - 5)</i>
<b>Tier 1 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Maximum number of forms to qualify for Tier 1: <u>up to 10.</u></p> <p>Includes unlimited user licenses.</p>	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Flat cost for districts with 4,499 students and below.</p> <p>Per student cost for districts with 4,500 students and above.</p> <hr/> <p>[CONFIDENTIAL TO PUBLIC]</p> <p>Up to 4,499 students: up to \$19,333 per year</p> <p>Up to 13,999 students: up to \$38,217 per year</p> <p>Up to 27,999 students: up to \$55,998 per year</p> <p>Up to 49,999 students: up to \$88,000 per year</p> <p>Maximum district cost: up to</p>	N	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Year 1: Initial Rate          Year 2: Up to 5% of Y1          Year 3: Up to 5% of Y2          Year 4: Up to 5% of Y3          Year 5: Up to 5% of Y4</p>

		\$141,800 per year		
<b>Tier 1 Maintenance &amp; Support</b>	Platform maintenance and customer support is included with a platform subscription.	Included	n/a	n/a
<b>Tier 1 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>	Platform upgrades, training materials, and release notes are included with a platform subscription.	Included	n/a	n/a
<b>Tier 1 Other</b> <i>Please Describe:</i>	No additional fees.	n/a	n/a	n/a
<b>Tier 2 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	<p>Maximum number of forms to qualify for Tier 2: <u>up to 100.</u></p> <p>Includes unlimited user licenses.</p>	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Flat cost for districts with 4,499 students and below.</p> <p>Per student cost for districts with 4,500 students and above.</p> <hr/> <p>[CONFIDENTIAL TO PUBLIC]</p> <p>Up to 4,499 students: up to \$32,083 per year</p> <p>Up to 13,999 students: up to \$67,721 per year</p> <p>Up to 27,999 students: up to \$122,846 per year</p> <p>Up to 49,999 students: up to \$209,475 per year</p> <p>Maximum district cost: up to</p>	N	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Year 1: Initial Rate          Year 2: Up to 5% of Y1          Year 3: Up to 5% of Y2          Year 4: Up to 5% of Y3          Year 5: Up to 5% of Y4</p>

		\$386,660 per year		
<b>Tier 2 Maintenance &amp; Support</b>	Platform maintenance and customer support is included with a platform subscription.	Included	n/a	n/a
<b>Tier 2 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>	Platform upgrades, training materials, and release notes are included with a platform subscription.	Included	n/a	n/a
<b>Tier 2 Other</b> <i>Please Describe:</i>	No additional fees.	n/a	n/a	n/a
<b>Tier 3 Licensing</b> <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	Minimum number of forms to qualify for Tier 3: <u>Unlimited</u> .	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Flat cost for districts with 4,499 students and below.</p> <p>Per student cost for districts with 4,500 students and above.</p> <hr/> <p>[CONFIDENTIAL TO PUBLIC]</p> <p>Up to 4,499 students: up to \$48,333 per year</p> <p>Up to 13,999 students: up to \$105,518 per year</p> <p>Up to 27,999 students: up to \$193,720 per year</p> <p>Up to 49,999 students: up to \$332,325 per year</p> <p>Maximum district</p>	N	<p>[CONFIDENTIAL TO PUBLIC]</p> <p>Year 1: Initial Rate          Year 2: Up to 5% of Y1          Year 3: Up to 5% of Y2          Year 4: Up to 5% of Y3          Year 5: Up to 5% of Y4</p>

		cost: up to \$615,825 per year		
<b>Tier 3 Maintenance &amp; Support</b>	Platform maintenance and customer support is included with a platform subscription.	Included	n/a	n/a
<b>Tier 3 Upgrade &amp; Update Costs</b> <i>Including but not limited to: Updated training materials and release notes.</i>	Platform upgrades, training materials, and release notes are included with a platform subscription.	Included	n/a	n/a
<b>Tier 3 Other</b> <i>Please Describe:</i>	No additional fees.	n/a	n/a	n/a
<b>Optional Services/Solutions</b>				
<b>Item</b>	<b>Description</b>	<b>Unit Cost</b> <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	<b>One Time Cost</b> <i>(Y or N)</i>	<b>Price Escalators</b> <i>(Years 1 - 5)</i>
<b>Optional Services/Solutions 1</b> <i>Check box if required to meet minimum requirements of this RFP</i>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<i>If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:</i>			
<b>Optional Services/Solutions 2</b> <i>Check box if required to meet minimum requirements of this RFP</i>				
	<input type="checkbox"/> Required to Meet Requirements	<input type="checkbox"/> Recurring <input type="checkbox"/> One-Time		
	<i>If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:</i>			



Version 1.0 (10.22.20)

Ed Tech JPA

and

Emics, Inc dba Informed K12

December 4th, 2023



This Student Data Privacy Agreement ("DPA") is entered into on 12/04/2023 (the "Effective Date") and is entered into by and between: Education Technology Joint Powers Authority (the "**Local Education Agency**" or "**LEA**"), located at 5050 Barranca Parkway, Irvine, CA 92604, and Emics, Inc dba Informed K12 (the "**Provider**"), located at 555 12th Street, Suite 1670, Oakland, CA 94607.

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

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

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

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

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

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

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

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

4. This DPA shall stay in effect for five (5) years. Exhibit E will expire five (5) years from the date the original DPA was signed.

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

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

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett Title: Supervisor Purchasing and Contracts

Address: 5050 Barranca Parkway, Irvine, CA 92604

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

The designated representative for the Provider for this DPA is:

Name: Jennifer Bundy Title: Head of Finance & Operations



Address: 555 12th St., Suite 1670, Oakland CA 94607

Phone: 415-862-4255 Email: contracts@informedk12.com

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

LEA: Education Technology Joint Powers Authority

By: [Signature] Date: 2/26/24

Printed Name: Brianne Ford Title/Position: President

PROVIDER: Emics, Inc dba Informed K12

By: Jennifer Bundy Date: 12/1/2023

Jennifer Bundy [12/01/2023 10:17pm PST]

Printed Name: Jennifer Bundy Title/Position: Head of Finance & Operations

STANDARD CLAUSES

Version 3.0

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. Student Data to Be Provided. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as Exhibit "B".
3. DPA Definitions. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS



1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
  
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
  
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student Generated Content to a separate account created by the student.
  
4. **Law Enforcement Requests.** Should law enforcement or other government entities {"Requesting Party(ies)"} contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
  
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### **ARTICLE III: DUTIES OF LEA**

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
  
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31{a}{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 Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

#### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes:
  - (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly,

the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
  
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
  
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
  
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in

addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
  - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
  - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### **ARTICLE VI: GENERAL OFFER OF TERMS**

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

#### **ARTICLE VII: MISCELLANEOUS**

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
  
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
  
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
  
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
  
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
  
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO

THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

**EXHIBIT "A"**

**DESCRIPTION OF SERVICES**

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. Students under 18 are not permitted to have accounts. Accounts are not required in order to fill out or submit a form.

Electronic Document Routing Solution

**EXHIBIT "B"**  
**SCHEDULE OF DATA**

<b>Category of Data</b>	<b>Elements</b>	<b>Check if Used by Your System</b>
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	X



Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	

	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	

Category of Data	Elements	Check if Used by Your System
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent / Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	

Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	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	
Student Survey Responses	Student responses to surveys or questionnaires	

Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

Category of Data	Elements	Check if Used By Your System
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	

Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Data used by the platform itself includes name, email, IP address, web browser, and operating system information.</p> <p>The application may directly utilize data from external platforms to facilitate the form completion process when the API or pre-fill function is in use. The use of API or pre-fill functionality is at the discretion of the district.</p> <p>District is able to put onto the platform any data desired that can be collected via available fields, including but not limited to open text fields. The data might include any of the information listed in the above table if the district deems it necessary to collect the information via a form. The data is then stored by the application and not used by Informed K12 for purposes outside of providing support to the district and district users upon request through support channels. Informed K12 staff do not access form data unless necessary in the case of directly serving the client and in those cases, access is limited to those employees authorized to service clients.</p>	X
None	<p>No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable .</p>	

## **EXHIBIT "C:" DEFINITIONS**

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

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

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

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

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

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

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

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

**Service Agreement:** Refers to the Contract and/or Terms of Service and/or Terms of Use.

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

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline

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

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

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

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

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



**EXHIBIT "D"**  
**DIRECTIVE FOR DISPOSITION OF DATA**

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

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in

an attachment to this Directive:

[Insert categories of data here]

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

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially  
practicable. By

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

**EXHIBIT "E"**  
**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and Education Technology joint Powers Authority ("Originating LEA") which is dated December 4, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or five (5) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

**PROVIDER: Emics, Inc dba Informed K12**

By: Jennifer Bundy Date: 12/1/2023  
Jennifer Bundy [12/01/2023 10:17pm PST]  
 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 for the term of the DPA between the and the Provider. **\*\*PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VI, SECTION 5. \*\***

**LEA:**  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
 SCHOOL DISTRICT NAME: \_\_\_\_\_  
 DESIGNATED REPRESENTATIVE OF LEA: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

**EXHIBIT "F"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

2/24/2020

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

Cybersecurity Frameworks

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



Please visit <http://www.eds.pex.org> for further details about the noted frameworks.

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

## **EXHIBIT "G"**

### **Supplemental SDPC State Terms for California**

#### **Version 1.0**

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on the date of full execution (the "**Effective Date**") and is incorporated into and made a part of the Student Data Privacy Agreement ("**DPA**") by and between: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the "**Local Education Agency**" or "**LEA**") and Emics, Inc dba Informed K12, located at 555 12th Street, Suite 1670, Oakland, CA 94607 (the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning set forth in the DPA.

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

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

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

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

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

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

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

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



~~education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.~~

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

**LEA: Education Technology Joint Powers Authority**

By:  Date: 2/26/24  
Printed Name: Brianne Ford Title/Position: President

**PROVIDER: Emics, Inc dba Informed K12**

By: Jennifer Bundy Date: 12/1/2023  
Jennifer Bundy [12/01/2023 10:17pm PST]  
Printed Name: Jennifer Bundy Title/Position: Head of Finance & Operations



## **AGENDA**

### **REGULAR MEETING GOVERNING BOARD**

1:00 P.M. February 29, 2024

Ed Tech JPA will hold a Board meeting on February 29, 2024, at 1:00 PM at the Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526.

Board agendas may be viewed at <https://edtechjpa.org/department/board-meetings>.

The meetings of the Board at which official action is taken shall be public meetings, and no person shall be excluded therefrom.

The agenda will be published at least 72 hours prior to the meeting. Supporting documentation will be provided at the meeting or emailed electronically to members prior to the meeting as it becomes available.

President	Brianne Ford
Vice-President	Jeremy Davis
Secretary	David Seabury
Treasurer	Michael Johnston

#### *Board of Directors Founding Members*

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	Sean Rozell/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	David Seabury/alternate Kevin Monsma
San Juan Unified	Founding Member	Peter Skibitzki/alternate Laura Fry
San Ramon Valley Unified	Founding Member	Kelly Hilton/alternate Stella Kemp

#### **Agenda**

1. Determination of a quorum and call to order - roll call
2. Approve the Minutes of the previous regular meeting
3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda



5. Board Member and Staff Reports

6. Treasurer Report

Michael Johnston will provide an update to the board.

7. Standing Reports

- 7.a. Membership
- 7.b. Communications
- 7.c. Procurement
- 7.d. Goals and Objectives

8. Consent Agenda

All matters of the Consent Agenda are considered to be routine and will be enacted by the Board in one motion, without prior discussion. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion.

Recommendation: Approve all items on the Consent Agenda.

Motion:

9. Items Removed from Consent Agenda

9.a.

**10. Items of Business (Action)**

**10.a. Second Interim Budget & SACS Report**

**Background information:** Pursuant to AB 1200, Chapter 1213, Statutes of 1991 a local educational agency is required to examine and certify its financial condition twice during each fiscal year and submit updated financial projections to the Fresno County Superintendent of Schools. This certification responds to the ability of each school district or joint powers authority (JPA) to meet its current and multi-year financial commitments. The Second Interim Report reflects the agency's financial condition as of January 31 and is due to the Fresno County Superintendent of Schools by March 15 annually.

The Board of Education is required to certify the financial condition of the Education Technology JPA in one of the three categories as follows:

- Positive Certification, Meaning that the JPA will be able to meet its financial obligations for the current and two subsequent fiscal years.
- Qualified Certification, Meaning that the JPA may not meet its financial obligations for the current and two subsequent fiscal years.
- Negative Certification, Meaning that the JPA will be unable to meet its financial obligations for the remainder of the current year or for the subsequent fiscal year.

**Recommendation:** Approve the JPA's Second Interim Financial Report, as submitted, and adopt a Positive Certification indicating the JPA will be able to meet its financial obligations for the remainder of the 2023-24 fiscal year as required by Assembly bill 1200.

**Motion:**

**10.b.** Approve the partnership agreement with California IT in Education (CITE).



**Background Information:** CITE offers a variety of programs to offer exposure to partners. Ed Tech JPA desires to form valuable partnerships.

**Recommendation:** Approve the partnership agreement with California IT in Education (CITE).

**Motion:**

### **11. Items for Discussion**

**11.a.** Discuss Security & IT Administration RFP

**11.b.** Discuss the upcoming Member Survey

**11.c.** Discuss Vendor Demonstrations/Presentations - JPA Participation and Promotion

### **Closing Items**

**12.** Adjournment

### **Future Meetings**

March 28, 2024





## **Consent Agenda REGULAR MEETING GOVERNING BOARD**

1:00 P.M. February 29, 2024

### **1. Ratify Approval of New Associate Members**

**Background Information:** The following organizations have applied for associate membership and, pursuant to Ed Tech JPA's Associate Member Operating Procedures, were granted provisional approval:

- Kingsburg Joint Union High School District
- Nuvview Union School District

The Board must formally ratify the approval of their membership.

**Recommendation:** Ratify associate membership for the organizations listed.

\*Ratify

### **2. Approve Check Register.**

**Background Information:** A Check Register is presented to the Board listing checks which have been issued in accordance with established purchasing procedures of Ed Tech JPA. These checks are presented to the Board for ratification in accordance with the applicable provisions of the Education and Government Code Statutes of the State of California. A copy of the full report is attached.

**Recommendation:** Ratify issuance of checks as listed.

\*Ratify

### **3. Approve Extension of TechDemocracy Agreement**

**Background Information:** Ed Tech JPA awarded RFP No. 20/21-01 Identity Management Solution to TechDemocracy LLC ("TechDemocracy") at the January 28, 2021 board meeting. TechDemocracy would like to extend the term of the current agreement for an additional two (2) year term for a total of five (5) years, in accordance with Education Code Section 17596.

**Recommendation:** Approve an amendment to the existing agreement with TechDemocracy to extend the term for a total of five (5) years.

\*Ratify

### **5. Approve Award of RFP No. 23/24-04 Electronic Document Routing Solutions to ECS Imaging, Inc for sections 1, 2, 3 & 4.**

**Background information:**

RFP No. 23/24-04 Electronic Document Routing Solutions was conducted pursuant to Board approval at the May 25, 2023 board meeting. ECS Imaging, Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3 & 4.

**Recommendation:** Approve Resolution No. 23-24-23 awarding sections 1, 2, 3 & 4 of RFP No. 23/24-04 Electronic Document Routing Solutions to ECS Imaging, Inc and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.



**6. Approve Award of RFP No. 23/24-04 Electronic Document Routing Solutions to Emics, Inc dba Informed K12 for sections 1, 2, 3 & 4.**

**Background information:**

RFP No.23/24-04 Electronic Document Routing Solutions was conducted pursuant to Board approval at the May 25, 2023 board meeting. Emics, Inc dba Informed K12 submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3 & 4.

**Recommendation:** Approve Resolution No. 23-24-24 awarding sections 1, 2, 3 & 4 of RFP No. 23/24-04 Electronic Document Routing Solutions to Emics, Inc dba Informed K12 and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**7. Approve Award of RFP No. 23/24-04 Electronic Document Routing Solutions to Open Text Inc for sections 1, 2, 3 & 4.**

**Background information:**

RFP No. 23/24-04 Electronic Document Routing Solutions was conducted pursuant to Board approval at the May 25, 2023 board meeting. Open Text Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3 & 4.

**Recommendation:** Approve Resolution No. 23-24-25 awarding sections 1, 2, 3 & 4 of RFP No. 23/24-04 Electronic Document Routing Solutions to Open Text Inc and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**8. Approve Extension of KWALL Agreement**

**Background Information:** Ed Tech JPA awarded RFP No. 20/21-02 Web Design & Hosting to KWALL LLC ("KWALL") at the March 25, 2021 board meeting. KWALL would like to extend the term of the current agreement for an additional two (2) year term for a total of five (5) years, in accordance with Education Code Section 17596.

**Recommendation:** Approve an amendment to the existing agreement with KWALL to extend the term for a total of five (5) years.

\*Ratify

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

February 29, 2024 1:00 P.M.

Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526

#### 1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:08 PM.

Present:

Brianne Ford with Irvine Unified School District  
David Seabury with El Dorado County Office of Education  
Kelly Hilton with San Ramon Valley Unified School District  
Sean Rozell with Capistrano Unified School District  
Susan Rutledge with Clovis Unified School District  
Jeremy Davis with Fullerton School District

#### 2. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the January 25, 2024 Regular Board Meeting.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Kelly Hilton  
Aye Sean Rozell  
Aye Jeremy Davis

#### 3. PUBLIC COMMENT

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2.

#### 4. APPROVAL OF AGENDA

**Motion Passed:** Adopt Agenda, as presented.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Kelly Hilton  
Aye Sean Rozell  
Aye Jeremy Davis

## **5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS**

Minutes: Board members shared their district/counties' situations related to purchases and administrative matters.

## **6. ACCEPTANCE OF TREASURER REPORT**

Minutes: None.

## **7. ACCEPTANCE OF STANDING REPORTS**

### **7.a. Membership**

Minutes: Membership was discussed.

### **7.b. Communications**

Minutes: The upcoming CASBO conference presentation and vendor booth and recent vendor meetings were discussed and recent and planned communications with members were discussed. The board approved the purchase of a large sign for future conferences.

### **7.c. Procurement**

Minutes: Current and Future RFPs were discussed.

### **7.d. Goals and Objectives**

Minutes: The Annual Goals Progress Report and budget projections were reviewed.

## **8. ACCEPTANCE OF CONSENT AGENDA**

**8.a.** At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion. Approve all items on the Consent Agenda.

**Motion Passed:** Approve all items on the Consent Agenda.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Kelly Hilton  
Aye Sean Rozell  
Aye Jeremy Davis

## **9. ITEMS REMOVED FROM CONSENT AGENDA**

**9.a.** Items Removed from Consent Agenda: None.

**10. ITEMS OF BUSINESS (ACTION)**

**10.a.** Second Interim Budget & SACS Report.

**Motion Passed:** Approve the positive certification of the Second Interim and SACS Report.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Kelly Hilton  
Aye Sean Rozell  
Aye Jeremy Davis

Jeremy Davis left the meeting

**10.b.** Approve the partnership agreement with California IT in Education (CITE).

**Motion Passed:** Approve the partnership agreement with California IT in Education (CITE).

Passed with a motion by Sean Rozell and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Kelly Hilton  
Aye Sean Rozell

**11. ITEMS FOR DISCUSSION**

**11.a.** Discuss Security & IT Administration RFP

**Minutes:** The Security & IT Administration RFP was discussed

**11.b.** Discuss the upcoming Member Survey

**Minutes:** The upcoming Member Survey was discussed

**11.c.** Discuss Vendor Demonstrations/Presentations - JPA Participation and Promotion

**Minutes:** Vendor Demonstrations/Presentations were discussed

Susan Rutledge left the meeting

**12. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting at 2:48 pm.

Passed with a motion by Sean Rozell and a second by David Seabury

Aye Brianne Ford  
Aye David Seabury

Aye Kelly Hilton  
Aye Sean Rozell

**Future Meetings**  
March 28, 2024