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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** May 14, 2025

**Subject** Purchase Agreement 2025-2026 and National Data Privacy Agreement - Asset Panda - Technology Services Department

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**Ask of the Board** Ratification by the Board of Education of a Purchase Agreement 2025-2026 by and between the District and Asset Panda, Dallas, TX, for the latter to provide an asset management platform to be used by Technology Services and Risk Management, incorporated herein by reference as though fully set forth, via the Technology Services Department, and Approval of the California - National Data Privacy Agreement version 1.5, for the period of May 15, 2025 through May 15, 2026, in an amount not to exceed \$50,000.00.

**Background** Risk Management, Buildings & Grounds, and Technology Services have historically had separate asset management systems. Each system comes at a cost, and they are siloed environments that do not allow for integrations with ticketing platforms such as Zendesk. In October 2024, recognizing the limitations of having three distinct platforms, Technology Services and Risk Management began to collectively vet asset management systems based on predefined criteria. The platform had to integrate with AssetWorks, Risk Management's platform for physical inventory inspections, and Zendesk, the district's customer service solution. The platform had to also produce depreciation reports, allow assets to be easily uploaded and tracked by multiple agents, be used to check in and out devices by school site staff and provide reports for lost, stolen, and broken devices by asset and student. Asset Panda was identified as the best solution provided the requirements set forth.

**Discussion** In 2023-2024, Technology Services learned that the district had been using an outdated version of Zendesk and sought to migrate to IncidentIQ as an alternative solution that was more K-12 focused. IncidentIQ also included an Asset Management Module, which allowed Technology Services to finally track and inventory its assets in one system. However, upon implementation, it was determined that the product oversold its ticketing capabilities and did not meet the needs of the other Departments that had considered migrating as well, including Talent, Warehouse, Transportation and Procurement. After careful

consideration, the departments collectively agreed to find a common customer service solution to streamline productivity through consolidation. After vetting multiple vendors, Zendesk, Inc. provided the most competitive offer when all features were factored in, including the ability to integrate with third-party systems like Asset Panda.

Since the Technology Services will migrate from IncidentIQ to Zendesk in Spring 2025, the asset management system that was included in IncidentIQ will no longer be of service to the district. During the 2024-2025 school year, the district confirmed several advantages of having an asset management system for the district's 175,000 computer and networking assets. Additionally, Risk Management determined that having a single asset management system for fixed assets would allow for greater coordination between departments, including Technology Services and Buildings and Grounds. The implementation of Asset Panda, along with API integrations with AssetWorks and Zendesk, will allow for a more streamlined process not only for reporting purposes but also for work orders.

**Fiscal Impact**

An annual contract from May 15, 2025 through May 15, 2026 not to exceed \$50,000.00 from 010-0000-0-0000-7700-5846-986-9860-1110-0209-99999.

**Attachment(s)**

- Asset Panda Purchase Agreement
- California - National Data Privacy Agreement v1.5

# Terms of Use

ASSET PANDA, LLC ("Provider") maintains the ASSET PANDA™ website and mobile application, including related features, products, and services (collectively, the "Service"). You should read these Terms of Use (this "Agreement") carefully before using the Service. Access to and use of the Service is subject to the terms and conditions set forth below, and your use of the Service signifies and constitutes your acceptance of this Agreement. If you do not agree to this Agreement, you should not use the Service. Provider may revise this Agreement from time to time. Although Provider may include a notice on the home page of the Service that the Agreement has been modified, such notice may not remain in place for any extended period of time. Accordingly, you should review the Agreement as posted on the Service from time to time. Using the Service after any revised Agreement has been posted will constitute your acceptance of the revised terms.

Your entry into this Agreement shall not affect any written agreements between you and Provider, all of which shall remain in full force and effect according to their terms. With respect to your use of the Service, any written agreement between you and Provider regarding the Service shall govern in the event of any inconsistency between this Agreement and such written agreement.

## 1. Purpose of the Service

The Service provides a number of different features, products, and services to assist you in creating and maintaining an inventory of records, including information regarding individuals, business assets, personal property, insurance policies and warranties. The service is not intended to provide legal, tax or financial advice. NEITHER PROVIDER NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR AND DOES NOT OFFER PROOF OF OWNERSHIP OR POSSESSION OF RECORDS. The Service is intended only to assist you in maintaining inventories of records and is broad in scope. Your personal situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any record management, insurance, or financial strategy, you should consider obtaining advice from your accountant or other financial advisers who are fully aware of your

individual circumstances. You acknowledge that Provider disclaims any responsibility for or liability related to your use of the Service (see “Disclaimer of Warranties” below).

## 2. Use of the Service

Use of the Service may be available through a compatible Internet browser or mobile device and may require network connections and software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Service for lawful purposes. Accurate records enable Provider to provide the Service to you. You must provide true, accurate, current and complete information about your accounts and you may not misrepresent your registration information. In order for the Service to function effectively, you must also keep your registration information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you will be affected. You agree that Provider may use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant Provider a perpetual, worldwide, fully-transferable, sub-licensable, irrevocable, fully paid-up, royalty-free license to use the feedback you provide to Provider in any way. You further agree that you will not: (i) use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service or any portion of the Service, without Provider’s express written consent, which may be withheld in Provider’s sole discretion; (ii) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers; (iii) post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of Provider or the Service; or (iv) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

### 3. Lawful Use; Use by Minors

Your access to and use of the Service is subject to all applicable international, federal, state and local laws and regulations. You represent and warrant that you will not use the Service in any manner or for any purposes that are unlawful or prohibited by this Agreement. The Service is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Service, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not use, access, or register for the Service. Provider reserves the right to terminate your membership in the event that Provider becomes aware you are under 18.

### 4. User Accounts

To post information to and otherwise use the Service, you must first register by creating a User Account. User Account registration requires you to submit to Provider certain personal information, such as your name, address, mobile phone number, and other information. If you choose to set up your User Account to electronically pay for certain fee-based Services, you will also be required to provide a valid payment method (either a credit card or accepted payment partner). You grant Provider the right to provide any information you submit to Provider to third parties for purposes of facilitating the completion of any monetary transactions initiated by you or on your behalf. You understand that your continued use of the Services following any trial period may result in charges to you for the Services ("Charges"). Charges will be inclusive of applicable taxes where required by law. Charges are based on Services purchased and not actual usage and fees paid are non-refundable. Provider reserves the right to establish, remove and/or revise the Charges to you for the Services for all or part of the Services at any time in Provider's sole discretion. Provider will use reasonable efforts to inform you of such Charges and You may elect to cancel the Services rather than pay the Charges. You understand that your continued use of the Services following notice from Provider may result in charges to you for the Services and that Provider may terminate or suspend the Services until you have paid the Charges.

In addition to our use of third parties to process monetary transactions (*e.g.* credit card transactions), we also have arrangements with vendors who provide us with certain required hosting and data storage services (*e.g.* Amazon Web Services

("AWS") cloud storage) and who may provide you with certain optional services that you may request for an additional fee. Unless additional terms are presented to you regarding any such services, your use of such services is governed by this Agreement, any optional services you order are non-cancellable, and the applicable fees are non-refundable. If any third party increases the fees it charges Provider for any part of such services, Provider will provide notice to you of any resulting increase to the Charges, which will be effective immediately. Those companies are provided (either by us or directly by you) with your information as part of the service for which they are hired. These companies are authorized to use your information only as necessary to provide these services. We require these companies to maintain the confidentiality of the information they receive, and prohibit them from using the information for any other purpose.

You are responsible for safeguarding the password that you use to access your User Account, and it is recommended that you choose a strong password, i.e., a password of sufficient length and complexity such that third parties will not readily guess your password. You should take measures to maintain and preserve the confidentiality of the username and password associated with your User Account, and you must notify Provider promptly of any unauthorized use or suspected breach of security of your User Account. Provider shall not be liable for any losses that may result from any unauthorized use of your User Account or failure to maintain appropriate confidentiality measures. You agree not to disclose your password to any third party and to take sole responsibility for any activities or actions under your User Account, whether or not you have authorized such activities or actions. Provider owns your User Account credentials and may revoke or change them at any time.

## 5. User Content

By using the Service, you may choose to submit information, data, passwords, usernames, PINs, other log-in information, as well as information regarding records, photographs, and other materials and content relating thereto (collectively, the "User Content"). You expressly agree that you shall not post any User Content: (i) that infringes or misappropriates any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-



discrimination or false advertising); (iii) that is or may reasonably be considered to be defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; pornographic or obscene (iv) that contains individually identifiable health information subject to the HIPAA Privacy Rule; (v) that violates any other agreement you may have entered into with a third party; or (vi) that contains any computer viruses, worms or other potentially damaging computer programs or files.

## **6. Rights you Grant to Provider**

By submitting User Content to Provider through the Service, you are licensing that User Content to Provider solely for the purpose of providing the Service. Included among that User Content is your name and logo, which you hereby authorize Provider to display on its website and customer list and in Provider's marketing materials. Provider may use and store the User Content, but only to provide the Service to you. By submitting this User Content to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees or other limitations.

## **7. Access to Third Party Accounts**

If you choose to use or access third party websites and/or accounts through the Service, such as eBay®, Amazon.com®, Facebook®, and Twitter®, you will be directly connected to the website for the third party you have identified. By using the Service in this manner, you expressly authorize Provider to access your account information maintained by such third parties, on your behalf as your agent. Provider will submit information including usernames and passwords that you provide to log you into the third party site. You hereby authorize and permit Provider to disclose, use and store information submitted by you to the Service (such as account passwords and user names) to accomplish the foregoing and to configure the Service so that it is compatible with the third party sites to which you submit your information. For purposes of this Agreement and solely to provide the account information to you as part of the Service, you grant Provider a limited power of attorney, and appoint Provider as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities,

as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN PROVIDER IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, PROVIDER IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

## 8. Intellectual Property Rights

Unless otherwise noted, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials appearing on the Service which are not User Content (the "Provider Content") and all methods, methodologies, procedures, processes, know-how, software, algorithms, techniques, and other technology (the "Technology") displayed, used, or incorporated on the Service by Provider are copyrights, trademarks, service marks, trade secrets, or other intellectual property or proprietary content owned or licensed by Provider. You may use the available Provider Content and Technology only for your own personal use and internal business purposes, but you may not reverse-engineer or decompile any of the Technology. You may print a copy of available Provider Content solely for such purposes, but you may not remove any copyright, trademark or other notice displayed on the corresponding webpage or print-out. You may not use the available Provider Content and Technology on behalf of any third party or as part of a managed service. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the available Provider Content and Technology, in whole or in part, for any purpose without the express written permission of Provider or the respective owner. Nothing in this Agreement shall be construed as granting any permission (except as set forth in this paragraph), right, or license in any of the Provider Content or Technology. All intellectual property rights are fully reserved by Provider and any third party owners of those rights.

Copyright/Trademark/Patent/Ownership. Except for any intellectual property owned by Provider that existed prior to execution of this AGREEMENT, Provider understands and agrees that all other matters produced under this AGREEMENT shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters,



billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by Provider in connection with the SERVICES performed under this AGREEMENT. Provider cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with Provider's prior written consent, use Provider's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## **9. Links to and from Other Websites**

Portions of the Service may include links to third-party websites. In addition, you may have entered the Service via links on other third-party websites. Such links are provided or permitted to exist as a convenience measure, and Provider is not responsible for the information, advertising, products, services, content, or other material of any third-party website, regardless of whether such third-party website links to the Service or is accessible by a link from the Service. The inclusion and use of links does not imply sponsorship or endorsement by Provider of any third-party website. Provider may provide experiences on social media platforms such as Facebook® and Twitter® that enable online sharing and collaboration among users who have registered to use them. Any content you access or post through such platforms, e.g., pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

## **10. Use of “Cookies” and Similar Tools**

You understand and agree that Provider may store information on your computer in the form of a “cookie” or similar tool for purposes of improving the functionality of the Service.

## 11. Disclaimer of Warranties

Provider does not warrant that the Service will be available. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Provider, in its sole discretion, may elect to take. Provider does not warrant that User Content, Provider Content, or Technology, regardless of its source, is accurate, complete, reliable or current. The Service is provided for informational purposes only and does not constitute an endorsement by Provider of any product, service or merchant. You should not rely on such information in situations where its inaccuracy could cause you to suffer any loss. ALL PRODUCTS, SERVICES, INFORMATION, DATA, TEXT, USER CONTENT, PROVIDER CONTENT, TECHNOLOGY, AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE AND ITS SERVERS WILL BE FREE OF VIRUSES AND OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (I) MERCHANTABILITY OR SATISFACTORY QUALITY, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) TITLE, AND (IV) NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. PROVIDER FURTHER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF YOUR TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

## 12. Limitations on Liability

In no event shall Provider, its agents, licensors, or service providers, or any other person or entity involved in creating, promoting, maintaining, hosting, or otherwise making available any User Content, Provider Content, Technology, or other aspect

of the Service, be liable to you or any other person or entity for any direct, indirect, incidental, special, consequential, punitive, or other such damages, including but not limited to any damages associated with: (i) loss of goodwill, profits, business interruption, or data, or other such losses; (ii) your inability to use the Service, any unauthorized use of the Service, or any function of the Service or failure of the Service to function; (iii) the provision of or failure to provide any service through the Service; (iv) errors or inaccuracies in the User Content, Provider Content, Technology, or any advertising or other information, software, products, services, and related graphics used, viewed, or obtained through the Service; or (v) any property loss including damage to your computer or computer system caused by viruses or other harmful components encountered during or on account of access to or use of this Service or any third-party website linked to this Service. These limitations of liability shall apply regardless of the form of action, whether based in contract, negligence, strict liability, other tort, or otherwise, and even if Provider has been advised of the possibility of any particular damages. To the extent you allege or assert any damages associated with the Service which are not excluded by the foregoing, then Provider's liability (and that of its agents, licensors, or service providers) for such damages shall not exceed one hundred dollars (\$100.00 USD).

## 13. Indemnification

You agree to indemnify, defend, and hold harmless Provider, its agents, licensors, and service providers, and their respective past and present officers, directors, employees, and representatives, from and against any and all claims, actions, demands, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, including any warranty you provide herein, or otherwise resulting in any way from your use of the Service.

To the furthest extent permitted by California law, Provider shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Provider's performance of this AGREEMENT. Provider also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to Provider arising out of the performance of

this AGREEMENT. Provider shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at Provider own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that Provider proposes to defend OUSD Indemnified Parties.

## 14. Copyright Complaints

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide Provider's designated agent with the following information:

- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed;
- identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, trademark or patent);
- identification or description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Provider's agent designated to receive claims of copyright or other intellectual property infringement may be contacted by email at the following address: [admin@assetpanda.com](mailto:admin@assetpanda.com). Provider has adopted and implements a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of Provider and/or others. For more details on the information required for valid DMCA notification, see 17 U.S.C. 512(c)(3). You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

## **15. Governing Law; Disputes; Enforceability**

This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.

Suspension. If OUSD, at its sole discretion, develops health and safety concerns related to Provider's performance under this AGREEMENT, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to Provider to suspend this AGREEMENT, in which case Provider shall cease using, reviewing, or otherwise accessing OUSD Data under this AGREEMENT until further notice from OUSD

## **16. Assignability**

Provider may assign this Agreement and its rights and obligations hereunder to an affiliated company or, in the event of a merger or acquisition of Provider or the sale of substantially all of Provider's assets related to the services being provided to you, to the surviving or successor entity with reasonable notice to you. You may not assign this Agreement or the rights and obligations hereunder without the prior written consent of Provider.

## 17. Term Termination

The term of this Agreement shall commence upon your first use of the Service, and shall continue (i) as long as you or any persons given access by you retain access rights to the Service, or (ii) until Provider ceases to operate the Service or closes your User Account. Provider shall not have any ongoing obligation to provide the Service; thus, Provider may cease to operate the Service at any time and for any reason. Without limiting the foregoing, Provider may cease to provide your User Account in the event of: (i) any dispute or termination of Provider's relationship with you; (ii) any dispute concerning ownership or control of your User Account; or (iii) use of your User Account in a manner that Provider, in its sole discretion, considers improper or unacceptable. Provider reserves the right to limit the period of time during which Provider may make any User Content pertaining to you available on the Service. The Service should not be viewed as your backup, archival or storage service with respect to any User Content.

Conflict of Interest.

Provider and all Provider personnel shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. Provider shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.

Provider affirms, to the best of Provider's knowledge, that there exists no actual or potential conflict of interest between Provider's family, business, or financial interest and the PURPOSE under this AGREEMENT. In the event of any change in a private interest, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.

Through its execution of this AGREEMENT, Provider acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Provider receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, Provider agrees it shall immediately notify OUSD in writing.



## 18. Privacy Policy

Any data that you provide to Provider using this Service is subject to the Privacy Policy that is posted on the Service and in effect at the time such data is provided. Provider may update its Privacy Policy from time to time, so you should be sure to review the Privacy Policy posted on the Service prior to providing any information to Provider using the Service. This Agreement and Provider's Privacy Policy (which is incorporated herein by reference) constitute the entire Agreement and supersede any other agreements or understandings (oral or written) between you and Provider with respect to their subject matters.

## 19. Google Maps Specific Terms

In addition to your agreement with the foregoing terms and conditions, the following provisions apply with respect to your use of the Google Maps functionality that may be embedded in the App. Your use of such functionality is governed by the Google Maps/Earth Additional Terms of Service, which are available at [https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html). By using such functionality, you are agreeing to be bound by Google's Terms of Service and the Google privacy policy, which can be found at <https://www.google.com/privacy.html>.

By signing below, the undersigned acknowledges that they have read, understood, and agreed to the Terms of Use and subscription terms outlined above.

### Asset Panda, LLC

Name	Justin Lackey
Title	President
Date	2025-04-14
Signature	<i>Justin Lackey</i>

### Oakland Unified School District

Name	
Title	
Date	
Signature	

Approved as to form by:



4/15/2025

Josh Cumming  
Project Attorney  
Office of the General Counsel

Date

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**UZZA4-SXHUM-HWICW-RHE3B**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**14 APR 2025 22:12:36 UTC**

## SIGNER

**JUSTIN LACKEY**

EMAIL  
**JLACKEY@ASSETPANDA.COM**

SHARED VIA  
**LINK**

## TIMESTAMP

SENT  
**14 APR 2025 21:55:23 UTC**

VIEWED  
**14 APR 2025 22:12:27 UTC**

SIGNED  
**14 APR 2025 22:12:36 UTC**

## SIGNATURE



IP ADDRESS  
**67.158.59.2**

LOCATION  
**BRENNHAM, UNITED STATES**





# Quote

#: Q013916

**Term Start Date:** 05/15/2025

**Term End Date:** 05/15/2026

**Payment Terms:** Net 30

**Valid Until:** 05/31/2025

## Issued by

**Asset Panda**

PO Box 679157

Dallas, TX 75267-9157

## Quote Prepared By:

Mason Payne

mason@assetpanda.com

## Quote Prepared For:

**Oakland Unified School District**

4917 Mountain Blvd.

Oakland, CA, 94619

## Contact:

Kyleigh Nevis

kyleigh.nevis@ousd.org

Product	Quantity	TOTAL
Asset Panda Unlimited Plan - Enterprise	1	\$50,000.00
Asset Panda Support - Enterprise Support Package	1	\$0.00
Asset Panda Platform Access	1	\$0.00

## TOTAL

Subtotal: \$50,000.00

Tax: \$0.00

**Total: \$50,000.00**

Thank you!

We appreciate your business and look forward to growing our relationship.

# **STANDARD STUDENT DATA PRIVACY AGREEMENT**

**CA-NDPA Standard  
Version 1.5  
(01.28.25)**

**Oakland Unified School District**

**and**

**Asset Panda**

*4/2/25*

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

Oakland Unified School District, located at Oakland, CA  
(the “**Local Education Agency**” or “**LEA**”) and

Asset Panda, located at 5729, Lebanon Rd, STE 144-269 Frisco, TX  
(the “**Provider**”).

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

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

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

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

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

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

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

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

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

The designated representative for the LEA for this DPA is:

Name: Jennifer Brouhard Title: President, Board of Education

Address: Oakland, CA

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

The designated representative for the Provider for this DPA is:

Name: Justin Lackey Title: President

Address: 5729, Lebanon Rd, STE 144-269 Frisco, TX

Phone: 855) 898-6058 Email: jlackey@assetpanda.com

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

**LEA:** Oakland Unified School District

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

Printed Name: Jennifer Brouhard Title/Position: President, Board of Education

**PROVIDER:** Asset Panda

By: Justin Lackey Date: 4/2/25

Printed Name: Justin Lackey Title/Position: President



## **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 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 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 section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

## **ARTICLE V: DATA PROVISIONS**

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

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

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. 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**

Asset Panda will be used to track assets, including fixed assets, across the district for Technology Services and Risk Management. Asset Panda will be used to assign assets to specific users including staff, teachers, and students. Devices, such as Chromebooks and laptops, will be checked in and out using Asset Panda by both central and site-based staff. Asset Panda will be integrated with the district's customer service solution, Zendesk, to streamline ticketing related to assets assigned to an individual. The district will use Asset Panda's reporting features to maintain an inventory of assets, track loss and depreciation, conduct local, state and federal audits, and inform strategic planning.

Unless specified, and explicitly excluded below, this DPA covers access to and use of all Provider's Services, as well as any future Services that Provider may offer. This coverage extends, without limitation, to all subdomains, software, mobile applications, and products that are owned and operated by Provider, its subsidiaries, and/or affiliates, except for those explicitly excluded below.

If applicable, any **EXCLUDED** services will be listed below and are therefore not covered by this DPA:

I have completed **Exhibit "A"** and, if applicable, specified any excluded Services that are not covered under this DPA.

## EXHIBIT B: SCHEDULE OF STUDENT DATA

All Data Elements identified in this Exhibit are correct at time of signature.

Data Elements Collected by Product (required and optional):

Category of Data / Data Elements	ALL DPA- COVERED APPS						
<b>Application Technology MetaData</b>							
IP Addresses of users, use of cookies, etc.							
Other application technology metadata							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Application Use Statistics</b>							
Meta data on user interaction with application							
<b>Assessment</b>							
Standardized test scores							
Observation data							
Voice recordings							
Other assessment data							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Attendance</b>							
Student school (daily) attendance data							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
Student class attendance data							
<b>Communication</b>							
Online communication captured (emails, blog entries)							
<b>Conduct</b>							
Conduct or behavioral data							
<b>Demographics</b>							
Data of birth							
Place of birth							
Gender							
Ethnicity or race							
Language information (native, or primary language spoken by student)							
Other demographic information							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Enrollment</b>							
Student school enrollment	X						
Student grade level	X						
Homeroom	X						
Guidance counselor							
Specific curriculum programs							
Year of graduation							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
Other enrollment information							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Parent/Guardian Contact Information</b>							
Address							
Email							
Phone							
<b>Parent/Guardian ID</b>							
Parent ID number (created to link parents to students)							
<b>Parent/Guardian Name</b>							
First and/or last							
<b>Schedule</b>							
Student scheduled courses							
Teacher names							
<b>Special Indicator</b>							
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							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Student Contact Information</b>							
Address							
Email	X						
Phone							
<b>Student Identifiers</b>							
Local (school district) ID number	X						
State ID number							
Provider/app assigned student ID number							
Student app username							
Student app passwords							
<b>Student Name</b>							
First and/or last	X						
<b>Student In App Performance</b>							
Program/application performance (e.g. typing program – student types 60 wpm, reading program – student reads below grade level)							
<b>Student Program Membership</b>							
Academic or extracurricular activities a student may belong to or participate in							

Category of Data / Data Elements	ALL DPA- COVERED APPS						
<b>Student Survey Responses</b>							
Student responses to surveys or questionnaires	X						
<b>Student Work</b>							
Student generated content; writing, pictures, etc.							
Other student work data							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Transcript</b>							
Student course grades							
Student course data							
Student course grades/performance scores							
Other transcript data							
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Transportation</b>							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							



Category of Data / Data Elements	ALL DPA- COVERED APPS						
<i>If 'Other' checked, please specify below checked box:</i>							
<b>Other</b>							
Other data collected							
<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>							
<b>None</b>							
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:** An LEA who originally executes the DPA in its entirety with the Provider.

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

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

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

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service 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:

☒ 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:

#### 3. Schedule of Disposition

Data shall be disposed of by the following date:

\_\_\_\_\_ As soon as commercially practicable.

☒ By By three (3) years after termination of services. Client can at any time delete data from the platform or request data to be deleted. If the client deletes the data, it will be fully cycled out of the Asset Panda environment in 30 days.

#### 4. Signature

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date

#### 5. Verification of Disposition of Data

*Justin Lackey*

\_\_\_\_\_  
Authorized Representative of Company

2025-04-03

\_\_\_\_\_  
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  
Oakland Unified School District

("Originating LEA") which is dated 4/2/25, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

jlackey@assetpanda.com.

**PROVIDER:** Asset Panda

BY: Justin Lackey Date: 4/2/25

Printed Name: Justin Lackey Title/Position: President

**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 **Oakland Unified School District**

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

**LEA:** \_\_\_\_\_

BY:

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

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

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

DESIGNATED REPRESENTATIVE OF LEA:

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

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

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

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

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

## EXHIBIT "F"

### DATA SECURITY REQUIREMENTS

#### Adequate Cybersecurity Frameworks 2/24/2020

Below is 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)

[ X ] American Institute of CPAs (AICPA) - System & Organization Controls Trust Services Criteria (SOC 2)

## EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for 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:

Oakland Unified School District, located at Oakland, CA

(the "**Local Education Agency**" or "**LEA**") and

Asset Panda, located at 5729, Lebanon Rd, STE 144-269 Frisco, TX  
(the "**Provider**").

All capitalized terms not otherwise defined herein shall have the meaning as defined in the attached DPA.

**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 C.F.R. Part 99); and the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §6501-6506 (16 C.F.R. Part 312), applicable laws, and

**WHEREAS**, the Provider and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence ("AI") as part of the services or product provided; 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 to the following:

1. **Term**. Unless otherwise terminated by the Parties, this Amendment shall remain effective for the duration of the attached DPA.
2. **Amendment to ARTICLE II, § 2**. of the DPA (Parent, Legal Guardian and Student Access) is amended as follows:

In accordance with California Education Code § 49073.1(b)(2), should the Provider store or maintain Student-Generated Content, the Provider shall, upon request from the LEA, provide a mechanism for students to retain ownership of the content they create, which shall include text or images generated by Artificial Intelligence, to be defined below. Furthermore, this NDPA does not impede the ability of students to download, export, or otherwise save or maintain their own Student Generated Content directly from Provider or for Provider to provide a mechanism for such download, export, transfer or saving to students, or the student's parent or legal guardian. Nor does it impede the ability of Providers to offer LEAs features to allow such ability.

3. **Amendment to ARTICLE I, to include the addition(s) of § 4 & 4.1 & 4.2:**
  4. **Use of Artificial Intelligence**. If the Services described in Exhibit "A" require Provider to use AI, ownership of Student Data shall remain with the District or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the District. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to District-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.
    - 4.1 **Hallucinations**. Provider will provide notice in the event that any feature of the services it provides is modified to include AI functions. Provider further represents that it will monitor the Hallucination rate of the service and take industry standard methods to reduce Hallucination rates.
    - 4.2 **Collection of Student Data and AI Use**. The Provider must complete the attached AI Schedule of Data.

4. **Amendment to Article IV, to add a new Section 8**

8. **Algorithmic Biases.** The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Upon request by the LEA, the Provider shall provide the LEA an abstract or summary of findings of that portion of the audit pertaining to algorithmic bias.

Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

5. **Amendment to Exhibit C: Definitions shall be amended to include the following terms:**

**Algorithmic Bias:** Where an algorithm produces systematically prejudiced outcomes favoring certain groups or disadvantaging others based on characteristics like gender, race, age, ethnicity or other protected attributes.

**Artificial Intelligence (AI):** Refers to systems that display intelligent behavior by analyzing their environment and taking action, with some degree of autonomy, to achieve specific goals.

**Hallucination:** A response by an artificial intelligence to a user request or query that is incorrect, nonsensical or misleading that may appear to be factually correct.

Describe how Student Data is Used:

Any other information related to Provider's use of AI:

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI decision-making. Furthermore, Student Data, as defined elsewhere in the DPA, shall not be used for training purposes or to develop synthetic and/or inferred data. All other provisions of the DPA shall remain in effect.

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

**LEA:** Oakland Unified School District

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Printed Name Jennifer Brouhard Title/Position President, Board of Education

**Provider:** Asset Panda

**BY:** Justin Lackey **DATE:** 4/2/25

Printed Name Justin Lackey Title/Position President



## AI Addendum

(METHODS EMPLOYED BY THE AI)

The following information correlates to how the Provider will use AI in the delivery services to LEA.

Type of AI Used	Description/Common Uses	Optional	Required
Intelligent Tutoring Systems/agents (ITS)	<i>Personalized instruction based on students' individual learning needs and progress</i>	<input type="checkbox"/>	<input type="checkbox"/>
Adaptive Learning/Assessment Platforms	<i>Adjusts the difficulty level and content of learning materials based on the student's performance and learning pace</i>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Language Processing (NLP)	<i>Analyze and understand students' written or spoken responses, providing feedback or assistance in language learning tasks.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Machine Learning-based Recommended Systems	<i>Recommend educational resources, such as books, videos, or exercises, based on students' preferences, learning styles, and performance history.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Virtual Assistants (i.e. Alexa, Siri, Merlyn Mind)	<i>Provide automated and personalized support by handling tasks, answering questions, and managing workflows.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Chatbots/LLMs (i.e. ChatGPT)	<i>Facilitate automated and interactive communication; provides instant responses to questions and assists with various tasks through natural language processing.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Data Analytics and Predictive Modeling	<i>Analyze historical data and identify patterns to forecast future trends and inform strategic decision-making.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Gamification and/or Personalized Learning Paths	<i>Enhance engagement and optimize individual learning experiences by incorporating game-like elements and/or tailoring educational content to each learner's unique needs and progress.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Computer Vision (i.e. CNNs, GANs)	<i>Interpret, analyze, and generate visual data, mimicking human visual perception for applications such as image recognition, object detection, and image synthesis.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Recommender Systems/Filtering (i.e. KNN, TF-IDF)	<i>Analyze user preferences and behavior to suggest personalized content, products, or services</i>	<input type="checkbox"/>	<input type="checkbox"/>
Translation (i.e. Transformer, DeepL)	<i>Translate text from one language to another, leveraging advanced machine-learning techniques to understand and generate human-like language translations.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Neural Machine Translation (NMT)	<i>Algorithms used to provide accurate and fluent translations by understanding and processing entire sentences as opposed to individual words or phrases.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Speech Recognition (i.e. DNNs, Wav2Vec)	<i>Convert spoken language into text by accurately identifying and processing the acoustic signals of human speech.</i>	<input type="checkbox"/>	<input type="checkbox"/>

Type of AI Used	Description/Common Uses	Optional	Required
Time Series Analysis (i.e. ARIMA, LSTMs)	Analyze and interpret temporal data points to identify patterns, trends, and seasonal variations, aiding in forecasting and decision-making.	<input type="checkbox"/>	<input type="checkbox"/>
Reinforcement Learning (i.e. Q-Learning, DQNs)	Teaches optimal behaviors and decision-making policies by interacting with an environment and receiving feedback through rewards and penalties.	<input type="checkbox"/>	<input type="checkbox"/>
Dimensionality Reduction i.e. (PCA, t-SNE)	Reduces the number of variables in a dataset while preserving as much variability and information as possible to simplify analysis and visualization.	<input type="checkbox"/>	<input type="checkbox"/>
Other Types of AI Used	Specify other types of AI here:	<input type="checkbox"/>	<input type="checkbox"/>
Purpose of AI Use	Description	Optional	Required
Personalized learning	Customized learning to match a students' strengths, weaknesses, and learning styles.	<input type="checkbox"/>	<input type="checkbox"/>
Enhanced Teaching and Learning	Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.	<input type="checkbox"/>	<input type="checkbox"/>
Automated Grading and Feedback	Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.	<input type="checkbox"/>	<input type="checkbox"/>
Identifying Learning Gaps	Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.	<input type="checkbox"/>	<input type="checkbox"/>
Supporting Special Education	Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies	<input type="checkbox"/>	<input type="checkbox"/>
Promoting Engagement and Motivation	Gamification elements and interactive learning experiences; increase student engagement and motivation	<input type="checkbox"/>	<input type="checkbox"/>
Administrative Support	Assist with administrative tasks such as scheduling, grading, and managing educational resources	<input type="checkbox"/>	<input type="checkbox"/>
Parental Engagement	Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers	<input type="checkbox"/>	<input type="checkbox"/>
Other Purpose(s) for AI Use	Specify other purpose(s) for AI here:	<input type="checkbox"/>	<input type="checkbox"/>

<b>Student Data Collected With Use of AI</b>	<b>Description</b>	<b>Optional</b>	<b>Required</b>
Student Name	<i>First and/or Last</i>	<input type="checkbox"/>	<input type="checkbox"/>
Date of Birth	<i>Student's date of birth</i>	<input type="checkbox"/>	<input type="checkbox"/>
Student ID Numbers	<i>Unique identification numbers to students for record-keeping purposes.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Demographic Information	<i>Gender, race, ethnicity, nationality, language spoken at home, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Records	<i>academic performance, grades, attendance, disciplinary history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Special Education Information	<i>Individualized education plans (IEPs), accommodations, special needs, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Health Information	<i>Physical or mental health conditions, medications, allergies, medical history, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Biometric Data	<i>Fingerprints, facial recognition, or voiceprints for authentication or identification</i>	<input type="checkbox"/>	<input type="checkbox"/>
Behavioral Data	<i>Behavior, interactions with educational materials, engagement levels, learning preferences, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Location Information	<i>Track locations, GPS-enabled devices, attendance tracking systems, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Input Data	<i>Information fed into an AI model or algorithm, which is used to train, validate, and test the model to make predictions or perform specific tasks.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Other Student Data	<i>Specify other Student Data here:</i>	<input type="checkbox"/>	<input type="checkbox"/>
No AI used at this time	<i>Provider will immediately notify LEA if this designation is no longer applicable.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

☒ All requested AI Elements have been identified in this Exhibit and are correct at time of signature.

# CERTIFICATE *of* SIGNATURE

REF. NUMBER  
**JOKTP-Q73QA-YM3PP-XUUZG**

DOCUMENT COMPLETED BY ALL PARTIES ON  
**03 APR 2025 20:36:59 UTC**

## SIGNER

**JUSTIN LACKEY**

EMAIL  
**JLACKEY@ASSETPANDA.COM**

SHARED VIA  
**LINK**

## TIMESTAMP

SENT  
**03 APR 2025 20:33:43 UTC**

VIEWED  
**03 APR 2025 20:36:39 UTC**

SIGNED  
**03 APR 2025 20:36:59 UTC**

## SIGNATURE



IP ADDRESS  
**99.119.188.225**

LOCATION  
**BRENNHAM, UNITED STATES**

