Board Office Use: **Legislative File Info.**	
File ID Number	26-1580
Introduction Date	6/24/26
Enactment Number	
Enactment Date	

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent
Preston Thomas, Chief Systems and Services Officer
Devinder Kumar, Senior Executive Director, Nutrition Services Department

Meeting Date June 24, 2026

Subject Amendment No. 2 - Education Technology Joint Powers Authority Purchase Agreement with EMS LINQ, LLC for the TITAN Nutrition Management System - Nutrition Services Department

---

Ask of the Board

Approval by the Board of Education of Amendment No. 2 to the Education Technology Joint Powers Authority ("EdTech JPA") Purchase Agreement between the District and EMS LINQ, LLC, Wilmington, NC, for the continued provision of licensing, upgrades, and support for the TITAN Nutrition Management System for the period July 1, 2026 through June 30, 2027, in an amount not to exceed $164,797.50 The District previously determined that it is in the best interest of the District to piggyback on and enter into a contract with EMS LINQ, LLC properly entered into through the EdTech JPA (Resolution No. 2526-0155, File ID No. 25-3037, approved January 14, 2026). All other terms and conditions of the agreement remain in full force and effect.

Background and Discussion

The Nutrition Services Department provides meals to all students under California Universal Meals as defined in California Education Code section 49501.5. The District has an agreement with the California Department of Education Nutrition Services Division to provide meals under the National School Lunch and the Child and Adult Care Food Program. The Nutrition Services Department uses the TITAN Nutrition Management System provided by EMS LINQ, LLC to manage these programs. TITAN provides a comprehensive and integrated software program specifically designed for school nutrition programs, automating application processing, the parent portal and prepayments, inventory and distribution management, procurement, production, menu planning, catering, non-nutrition payment processing, point of sale terminals, federal forms, and reporting and compliance documentation across both Central Kitchen operations and individual school site operations.

Public Contract Code section 20118 allows the District to "piggyback" on an existing contract without separately bidding the contract, so long as the contract was

properly bid, awarded, executed, and approved, and the Board determines that doing so 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, in order to streamline procurement and secure favorable, competitively priced technology contracts for eligible entities.

The EdTech JPA issued RFP No. 23/24-01 to support nutrition management systems, and EMS LINQ, LLC was one of the vendors awarded a contract (the "Master Agreement") during a duly noticed Board meeting on October 26, 2023. The Master Agreement has an initial term of five years, through October 25, 2028, and was subsequently amended to include new and updated products on May 30, 2024.

On January 14, 2026, the Board determined that it is in the best interest of the District to piggyback on the Master Agreement and approved the EdTech JPA Purchase Agreement with EMS LINQ, LLC for the TITAN Nutrition Management System for the 2025-26 school year (Resolution No. 2526-0155, File ID No. 25-3037). The Nutrition Services Department is renewing the same products and services previously provided for the 2026-27 school year under the same terms and conditions of the Master Agreement, which remains in effect, at the renewal pricing set forth in the attached vendor renewal letter.

Fiscal Impact

Funding resource(s): Nutrition Services Cafeteria Fund 13 in an amount not to exceed $164,797.50.

Attachment(s)

- 25-3037 Declaration of Best Interest of the District to Piggyback On and Enter Into A Contract - EMS LINQ, LLC (TITAN) - Purchase Agreement and Standard Student Data Privacy Agreement - Nutrition Services Department
- Amendment No. 2, Signed
- LINQ OUSD March 2026 Renewal Letter
- RFP No. 23/24-01 issued by EdTech JPA

Docusign Envelope ID: F844C083-8059-83C3-813A-67C904E7E8BC

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

AMENDMENT NO. 2 to

Nutrition Management Systems Software (Titan) Resolution No. 2324-0254
("Original Agreement")

This Amendment ("AMENDMENT") amends the attached Original Agreement, inclusive of any prior amendments to the Original Agreement (together, "AGREEMENT"). Except as explicitly stated herein, all provisions and terms of the AGREEMENT remain unchanged and in full force and effect as originally stated.

1. The PARTIES hereby agree to amend the AGREEMENT as stated herein.

A. **Services**.

X The SERVICES are unchanged.

☐ The SERVICES have changed as indicated below:

☐ A description of the changes in the SERVICES is attached.

☐ The changes in the SERVICES involve the following:

B. **Term**.

X The term of the AGREEMENT is unchanged.

☐ The term of the AGREEMENT has changed as indicated below:

Original End Date: June 30, 2025

New End Date: June 30, 2027

C. **Compensation**.

X The not-to-exceed amount in the AGREEMENT is unchanged

☐ The not-to-exceed amount in the AGREEMENT has changed as indicated below:

Original not-to-exceed amount is $164,797.50 per fiscal year.

The original not-to-exceed amount shall be increased by:	OR	The original not-to-exceed amount shall be decreased by:
$_____		$_____

The new not-to-exceed amount is $_____.

DS

REVIEWED FOR FORM

Docusign Envelope ID: F844C083-8059-83C3-813A-67C904E7E8BC

D. **Insurance**. To the extent that the AGREEMENT required less than following insurance coverage amounts, by signing this AMENDMENT, VENDOR agrees, unless waived under the terms of the AGREEMENT, that it shall maintain Commercial General Liability Insurance with limits of at least one million dollars ($1,000,000) per occurrence, and two million dollars ($2,000,000) aggregate. All other terms in the AGREEMENT regarding Commercial General Liability Insurance remain the same.

E. **Suspension.** To the extent that the AGREEMENT did not contain a provision regarding suspension of the AGREEMENT, VENDOR agrees, by signing this AMENDMENT, that if OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

F. **Legal Notices.** To the extent the AGREEMENT did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the AGREEMENT. VENDOR agrees that the address for legal notice to OUSD is 1011 Union St., Site 946, Oakland, CA 94607.

2. The PARTIES acknowledge that this AMENDMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

3. Each PARTY has the full power and authority to enter into and perform this AMENDMENT, and the person(s) signing this AMENDMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AMENDMENT, except that only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have authority under the Education Code or Board Policy to sign contracts for OUSD and only under limited circumstances, with ratification by the OUSD Governing Board being required. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this AMENDMENT or as legally binding in any way.

4. OUSD shall not be bound by the terms of this AMENDMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, Chiefs, Deputy Chiefs, or the General Counsel as authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

Docusign Envelope ID: F844C083-8059-83C3-813A-67C904E7E8BC

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AMENDMENT and to be bound by its terms and conditions:

VENDOR

Name: Stuart Gahm
Signature: Signed by: Stuart Gahm C644751A91C8458...
Position: CFO
Date: 6/1/2026

OUSD

Name: Preston Thomas
Signature:
Position: Chief Systems and Services Officer
Date: 6/20/2026

☐ Board President (for approvals)

☑ Chief/Deputy Chief/Executive Director (for ratifications)

Name: Dr. Denise G. Saddler
Signature:

Position: Superintendent and Secretary, Board of Education
Date:

Template approved as to form by OUSD Legal Department.

Board Office Use: **Legislative File Info.**	
File ID Number	25-3037
Introduction Date	1/14/26
Enactment Number	26-0007
Enactment Date	1/14/2026 CJH

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Denise G. Saddler, EdD, Interim Superintendent and Interim Secretary of the Board
Preston Thomas, Chief Systems and Services Officer
Devinder Kumar, Senior Executive Director, Nutrition Services and Warehouse

Meeting Date January 14, 2026

Subject Approval of Resolution No. 2526-0155 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC Properly Entered Into Through the Education Technology Joint Powers Authority; Approval by the Board of Education of Ed Tech JPA Purchase Agreement between Oakland Unified School District and EMS LINQ, LLC; Ratification of Student Data Privacy Agreement
Contractor: EMS LINQ, LLC
Services For: July 1, 2025 - June 30, 2026

Ask of the Board Approve Resolution No. 2526-0155 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC, Wilmington, NC, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA"); Approval by the Board of Education of Ed Tech JPA Purchase Agreement between Oakland Unified School District and EMS LINQ, LLC. Under this contract, EMS LINQ, LLC will provide licensing, upgrades and support for the TITAN Nutrition Management System for the period July 1, 2025 to June 30, 2026 for an amount not to exceed $161,442.50; Ratification of Student Data Privacy Agreement.

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

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 nutrition management systems. EMS LINQ, LLC was one of the vendors awarded a contract ("Master Agreement") during a duly noticed Board meeting on October 26, 2023. The contract was subsequently amended to include new and updated products on May 30, 2024.

Discussion

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 EMS LINQ, LLC pursuant to the same terms and conditions found in the Agreement, up to a not-to-exceed amount of $161,442.50.

The Nutrition Services Department used the TITAN nutrition management system provided by EMS LINQ, LLC in 2024-25 (Legistar File ID #24-1556) and several prior school years and is renewing the same products as previously provided. TITAN provides a comprehensive and integrated software program specifically designed for school nutrition programs. The system provides data in real time in order to manage both Central Kitchen operations and individual school site operations together to ensure a smooth and seamless process for meal service to Oakland Unified School District students. TITAN automates application processing, parent portal & prepayments, inventory & distribution management, procurement, production, menu planning, catering, non-nutrition payment processing, reporting & analytics, point of sale terminals, federal forms, and reporting & compliance documentation.

To support these services, TITAN requires access to confidential District student data. Hence, the vendor has signed the enclosed data sharing agreement, and we now ask the Board to ratify this agreement to protect student information.

This data sharing agreement is the standard California - National Student Data Privacy Agreement (CA-NDPA), adopted by the California Student Privacy Alliance to meet the requirements of the Family Educational Rights and Privacy Act (FERPA) and Assembly Bill 1584 (which allows school districts to share data with software providers so long as the contracts include certain specified provisions).

The standard terms of the CA-NDPA ensure that the vendor will take all precautions to safeguard our students' data. The term of the CA-NDPA is the same as the term of the underlying services agreement.

The CA-NDPA is a piggy-backable agreement. This means that a software vendor may enter the CA-NDPA with one school district and thereafter, by signing Exhibit E (which consists of a "general offer of terms") allow any other school district to

countersign Exhibit E and be entitled to the same protections set forth in the underlying CA-NDPA.

Here, EMS LINQ, LLC has signed the CA-NDPA with the Oakland Unified School District, and it further signed Exhibit E, which, again, allows any other school district to likewise sign Exhibit E and share the same data with EMS LINQ, LLC under the same terms, provided that the Board ratifies this agreement.

Fiscal Impact $161,442.50 from Nutrition Services Cafeteria Fund 13

Attachment(s)

- Resolution No. 2526-0155 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC, Wilmington, NC, Properly Entered Into Through the Education Technology Joint Powers Authority ("EdTech JPA")
- Ed Tech JPA Purchase Agreement between OUSD and EMS LINQ, LLC
- Renewal Quote Q-148907-2
- Data Privacy Agreement with Exhibit E
- Master Agreement between EdTech JPA and EMS LINQ, LLCs
- Amendment to Master Agreement between EdTech JPA and EMS LINQ, LLCs
- RFP No. 23/24-01 issued by EdTech JPA
- Agenda, Minutes, and Resolutions from October 26, 2023 Board meeting at which Master Agreement was adopted
- Agenda and Minutes from the May 30, 2024 Board meeting at which Master Agreement was amended

Attachment #1

Resolution No. 2526-0155 — Declaring It Is In The Best Interest Of The District To Piggyback On And Enter Into A Contract With EMS LINQ, LLC, Wilmington, NC, Properly Entered Into Through the Education Technology Joint Powers Authority (“EdTech JPA”)

RESOLUTION OF THE
BOARD OF EDUCATION
OAKLAND UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2526-0155

DECLARING IT IS IN THE BEST INTEREST OF THE DISTRICT TO PIGGYBACK ON AND ENTER A CONTRACT WITH EMS LINQ, LLC 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. 23/24-01 on July 28, 2023, to request proposals from responsive vendors to provide best value solutions for nutrition management systems;

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

The pricing, terms, and conditions of this MA will be made available to 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.

WHEREAS, on September 15, 2023, the EdTech JPA received six proposals, including from EMS LINQ, LLC;

WHEREAS, on October 26, 2023, in a duly noticed Board meeting, the Board of Directors of the EdTech JPA approved the award of the contract to EMS LINQ, LLC;

WHEREAS, the EdTech JPA executed a contract with EMS LINQ, LLC ("Master Agreement") with an effective date of October 26, 2023, and an initial term of five years (through October 25, 2028).

WHEREAS, on May 30, 2024, in a duly noticed Board meeting, the Board of Directors of the EdTech JPA approved an amendment of the aforementioned contract in accordance with Section 7.b of the Master Agreement, which allows for Added Products that are either a direct replacement or are substantially equivalent for originally purchased products, or are enriched capabilities new modules, technology advancements, and/or service categories within the solution that Provider did not have at the time the RFP Proposal was submitted;

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 EMS LINQ, LLC, 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 EMS LINQ, LLC, hereby accepts the offer of contract with EMS LINQ, LLC pursuant to the same terms and conditions found in the Agreement up to a not-to-exceed amount of $161,442.50, with the contract term being July 1, 2025 to June 30, 2026, and approves the Purchase Agreement with EMS LINQ, LLC.

PASSED AND ADOPTED on January 14, 2026, by the Governing Board of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Rachel Latta, Patrice Berry, Clifford Thompson, Vice President Valarie Bachelor

NOES: None

ABSTAINED: Mike Hutchinson

RECUSED: None

ABSENT: Maximus Simmons - Student Director, Mariana Smith - Student Director, VanCedric Williams, President Jennifer Brouhard

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 January 14, 2026.

Legislative File	
File ID Number:	25-3037
Introduction Date:	1/14/26
Enactment Number:	26-0007
Enactment Date:	1/14/2026 CJH
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

1/15/2026

Jennifer Brouhard
President, Board of Education

1/15/2026

Denise G. Saddler, Ed.D.
Interim Superintendent and Interim Secretary, Board of Education

Attachment #2

Ed Tech JPA Purchase Agreement between OUSD and EMS LINQ, LLC

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

ED TECH JPA PURCHASE AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

This Purchase Agreement ("PA"), is made as of July 1, 2025 ("Effective Date"), by and between the Oakland Unified School District ("Participant")

and EMS Linq, LLC ("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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management systems (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 a nutrition management system 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.

DS

REVIEWED FOR FORM

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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:

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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 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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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: EMS LINQ, LLC
   Attn: Mark Werner
   Address: 2528 Independence Blvd., Ste 200, Wilmington, NC 28412
   Email: proposals@linq.com
   Phone: 910-799-0121

B. The primary Participant contract manager for this PA shall be as follows:
   Name: Oakland Unified School District, Nutrition Services

   Attn: Devinder Kumar

   Address: 2850 West St., Oakland, CA 94608

   Email: devinder.kumar@ousd.org

   Phone: (510) 761-8360

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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Education Technology JPA
Attn: Michelle Bennett
5050 Barranca Parkway
Irvine, CA 92604
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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

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.

	EMS Linq, LLC
	Signed by: Stuart Galum FDB65EBB39C441...
By:	**By:** Stuart Gahm
Its:	**Its:** Interim CFO
	12/12/2025
Date	**Date**

Approved as to Form by OUSD Legal

Shalini Anadkat 11/19/2025

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: Date: 1/15/2026

Name: Denise G. Saddler, Ph.D.
Title: Interim Superintendent and Interim Secretary, Board of Education

Sign: Date: 1/15/2026

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Exhibit A

Order Information and Implementation Plan

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

LINQ CONNECT SERVICES AGREEMENT

This LINQ Connect Services Agreement (the "Agreement") is made on July 1, 2025 (the "Effective Date") by and between EMS LINQ, LLC ("LINQ"), and Oakland Unified School District ("Merchant") with the address shown below.

The parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

MERCHANT: Oakland Unified School District EMS LINQ, LLC

By: By:

Name: Oakland Unified School District Name: Elizabeth Calcutt

Title: Title: Director of Accounting

Date: Date: December 17, 2025

Address: Address: 2801 Via Fortuna, Suite 400

Austin, TX 78746

Email: Email: accountmanagement@linq.com

Name: Jennifer Brouhard
Title: President, Board of Education

Sign: Date: 1/15/2026

Name: Denise G. Saddler, Ph.D.
Title: Interim Superintendent and Interim Secretary, Board of Education

Sign: Date: 1/15/2026

1. Definitions. The terms not defined in this Section will have the meanings set forth in this Agreement.
   a. "End User" means any person who uses any of the Services to establish an account, make a payment or receive information via the Services, including parents, guardians, Merchant staff (including administrators, faculty, agents, and staff), and any others who are authorized to access an account.
   b. "Intellectual Property Rights" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.
   c. "LINQ Connect" means the websites, mobile applications, or online services, including www.LINQConnect.com, provided by LINQ and its affiliates that enable payments to be made to a student's school account or accounts, or to Merchant, for fees, purchases, etc., using a credit card, debit card, electronic check or other payment method. LINQ Connect will have access to appropriate debit, credit and public access networks (the "Networks"), third-party processors (the "Processor"), and bank or banks (the "Settlement Bank"), each of which will be selected by LINQ.
   d. "LINQ Pay" means the terminal hardware, virtual terminal, APIs, payment gateway, and swipe card terminal that may be utilized by Merchant to facilitate in-person payments. LINQ Pay will have access to appropriate Networks, Processor and Settlement Bank, each of which will be selected by LINQ.
   e. "Services" means, collectively, LINQ Connect, LINQ Pay and any other services provided by LINQ to Merchant hereunder.

2. Provision of Services.
   a. Access. LINQ will provide Merchant with access to the Services during the Term. LINQ will provide to Merchant the necessary passwords, security protocols and policies, network links or connections, and access protocols to allow Merchant and its Ends Users to access the Services. Merchant will be solely responsible for any unauthorized access to, or use of, the Services by its End Users and/or through its network, and will notify LINQ promptly of any such unauthorized use known to Merchant.
   b. License. Subject to the terms and conditions of this Agreement, LINQ grants to Merchant a non-exclusive, non-sublicensable, non-transferable license during the Term to: (1) access and use Services; and (2) grant End Users the right to access and use the Services. Merchant is responsible for ensuring that End Users comply with the terms hereof.
   c. Payment Methods. The Services will facilitate (at LINQ's option) some or all of the following: the acceptance of debit cards, credit cards and stored value cards, electronic transactions, the use of such forms of electronic funds transfer as LINQ may elect, including electronic transfers from Merchant's bank, the use of electronic checks, and the transfer of funds received from the Settlement Bank to Merchant's designated bank account.
   d. Payment Processor. The provision of the Services to Merchant hereunder is subject to Merchant's acceptance of the Payment Processor Sub-Merchant Agreement provided to Merchant by LINQ, and Merchant agrees to abide by the terms set forth therein. LINQ reserves the right to change the Payment Processor, or add additional Payment Processors at any time with or without prior notice to Merchant. Merchant agrees to be bound by the terms applicable to the new Payment Processor's services.

3. Payment Fees and Merchant Funds.
   a. Calculation of Payment Fees. The Services will calculate and add to the original sale transaction amount a processing-fee, service-fee, site-fee, or convenience-fee (collectively "Payment Fees"). Payment Fees will be charged as set forth in Exhibit A, attached hereto and incorporated herein by reference, which indicates a fee schedule that is paid by either the End User, Merchant, or divided between the End User and Merchant. The entire amount of the Payment Fees will be retained by LINQ as renumeration for providing the Services.
   b. Routing and Control of Funds. LINQ shall act on Merchant's behalf with the Processor and the applicable Settlement Bank. Once an End User has made an online payment to Merchant, Merchant has sole discretion over the application and use of those funds, including providing refunds or returns. LINQ is not responsible for any funds, or Merchant's use of funds, after the End User submits a payment using the Services.
   c. Chargebacks and Returns. If LINQ is assessed a chargeback or return from the Processor or Settlement Bank for any reason permitted under applicable law, Merchant agrees that LINQ may update any student account(s) associated with the chargeback or return and debit Merchant's designated bank account for the amount of the chargeback or return. If LINQ does not update the student account LINQ agrees to communicate information regarding the chargeback or return and associated student account to Merchant. Both parties agree that LINQ is not required to dispute a chargeback or return but may do so in its sole discretion. For clarity, applicable laws governing chargebacks and returns include, but are not limited to, the Fair Credit Billing Act (FCBA) of 1974, the Truth in Lending Act, and the Electronic

Fund Transfer Act.

d. Processing Authorization Form. A completed Merchant ACH Processing Authorization Form (attached hereto as Exhibit B and incorporated herein by reference) is required for processing payments hereunder.

e. Taxes. If Merchant is a tax-exempt organization, then this provision does not apply. All fees owed by Merchant in connection with this Agreement are exclusive of, and Merchant will pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Merchant in connection with this Agreement, except for employment taxes for LINQ employees and taxes based on LINQ's net income. LINQ has no obligation to pay Merchant's taxes under any circumstances. If LINQ is compelled to pay taxes on Merchant's behalf, Merchant agrees to indemnify, defend and hold LINQ harmless for any and all such payments.

4. Relationship.

a. LINQ and Merchant. LINQ and Merchant are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

b. LINQ and End Users. End Users may supply data, including confidential data and personally identifiable information ("PII"), to utilize the Services, and may be able to retrieve PII associated with their account via desktop or mobile devices. PII submitted by End Users, whether via letter, voice, fax, email, chat, SMS, social media, mobile application, or browser, will be processed in accordance with LINQ's Terms of Service and Privacy Policy, available at www.linq.com. In the event of any conflict or inconsistency related to student data privacy, the Standard Student Data Privacy Agreement (NDPA) available at https://privacy.a4l.org/national-dpa/ shall take precedence.

c. Communication with End Users. Merchant hereby grants LINQ permission to use directory information to communicate with End Users and potential users to notify them of the Services, to communicate updates (such as features, functionality, availability, etc.), to respond to support requests, and to conduct normal business. Communications may include any medium, including but not limited to email, text messages/SMS, in-app notifications, social media, and postal mail as deemed appropriate in LINQ's sole discretion. In all cases, LINQ's practices will conform to its then-current Privacy Policy.

5. Term and Termination.

a. Term. The term of this Agreement shall begin on the Effective Date and shall continue in force for the term of the Purchase Agreement. The Agreement may be extended through the parties' mutual written agreement (a "Renewal Term"). The Initial Term and any Renewal Terms shall be collectively referred to as the "Term".

b. Termination for Cause. Either Party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not cured within thirty (30) days after written notice of such breach is provided to the other party.

c. Termination by LINQ. LINQ may terminate this Agreement at any time upon written notice to Merchant in the event the provision of the Services hereunder is determined by LINQ in its sole discretion to violate any statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the services), or in the event that any statute, regulation, rule, order or operating procedure is enacted or promulgated which effectively eliminates the fees charged by LINQ.

6. Indemnification. To the extent permitted by applicable law, each party agrees to indemnify, hold harmless and defend the other party, its shareholders, directors, officers, employees and agents from and against any third-party action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, arising out of or relating to such party's: (1) material breach of this Agreement; (2) violation of applicable federal, state and/or local law; and (3) gross negligence or willful misconduct in connection with its obligations under this Agreement. The indemnifying party's obligations are expressly conditioned upon each of the following: (x) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (y) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (z) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit. Provided, however, that any settlement requiring the party seeking indemnification to admit liability or make any financial payment shall require such party's prior written consent, not to be unreasonably withheld or delayed.

7. Access to Records. During the Term, LINQ shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials related to Merchant transactions processed under this Agreement. Merchant

transaction data is made available to Merchant for up to two (2) years online, and up to two (2) more subsequent years by mail.

8. Compliance with Laws, Rules, and Regulations. Services performed by LINQ pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and city laws and any rules or regulations promulgated thereunder. In addition, LINQ has established and implemented policies and practices pursuant to applicable security rules and regulations relating to the security and safeguarding of payment data, including the Payment Card Industry Data Security Standards (PCI-DSS), as outlined more fully in its Terms of Service and Privacy Policy, available at www.linq.com.

9. Governing Law and Venue. Intentionally deleted.

10. Amendment or Modification. LINQ reserves the right to modify the Services or change or add to the terms of this Agreement or any exhibit or attachment hereto at any time with prompt notice to Merchant in accordance with section 15.e. of this Agreement. Such changes may be to any of the terms hereof, including but not limited to Payment Fees. If Merchant does not terminate this Agreement by providing written notice to LINQ within thirty (30) days following notification of any such change, then Merchant shall be deemed to have accepted the change. Notwithstanding the foregoing all previously negotiated changes shall remain in effect unless amended in writing by the parties. This Agreement may also be amended by written agreement between the parties hereto.

11. Ownership Rights. LINQ reserves all title and interest in and to the Services and any and all Intellectual Property Rights related thereto, including but not limited to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Merchant or any other party relating to the Services. The LINQ and LINQ Connect names and logos are registered trademarks of EMS LINQ, LLC, and no right or license is granted to use them without LINQ's express written permission.

12. DISCLAIMER OF WARRANTIES. LINQ WARRANTS THAT THE PROGRAM, WHEN USED IN ITS SPECIFIEDOPERATINGENVIRONMENTWILL CONFORM TO THOSE SPECIFICATIONS ANDSPECIFIED OPERATING ENVIRONMENT. THESE SPECIFICATIONS MAY BE VIEWEDINLINQ'SRESPONSE TO THE RFP OR OTHERWISE OBTAINED BY LINQ. THE PERIODOF THE WARRANTY SHALL BE FOR 1 YEAR AFTER THE COMMENCEMENT OFSERVICES. EXCEPT AS OTHERWISE STATED THE SERVICES ARE PROVIDED TO MERCHANT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND LINQ IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

13. Limitation on All Damages. EXCEPT WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR MERCHANT'S PAYMENT OBLIGATIONS HEREUDNER, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORTS, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE TOTAL AMOUNT PAYABLE TO LINQ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT BE APPLICABLE TO THE MIS-HANDLNG OR MISAPPROPRIATION OF DISTRICT OR STUDENT FUNDS, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF LINQ, OR TO ACTIONS BROUGHT PURSUANT TO PARAGRAPH 6, ABOVE.

14. Disclaimer of Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT, SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MERCHANT'S PAYMENT OBLIGATIONS HEREUDNER, OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION 14 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

15. GENERAL PROVISIONS.

a. Survivability. Sections 3(a), 3(e), 6, 7, 9 and 11 through 15 will survive termination or expiration of this Agreement.

b. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

c. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

d. Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, denial of service attacks, fire, earthquake, flood, pandemic, health crisis, civil unrest, acts of terror, service disruptions involving hardware, software or power systems not within such party's reasonable control, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. In the event that LINQ cannot provide services three (3) months after the commencement of the force majeure event Merchant may terminate the Agreement upon written notice to LINQ.

e. Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing by (1) a nationally recognized express mail service or (2) email. Notice by express mail service will be effective upon receipt or refusal of delivery. Notice by email will be effective when sent even if the sender receives a machine-generated message that delivery has failed, provided that the sender sends a tangible copy of the notice by express mail service with ten business days of sending the email message. Notice shall be delivered as set forth on the first page of this Agreement.

f. Professional Advice. All Services and other information provided by LINQ to Merchant in the normal course of business should be considered for informational purposes only and is not to be taken as professional legal advice.

g. Headings. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

h. Entire Agreement. Ed Tech JPA RFP No. 23/24-01, LINQ's proposal, the Master Agreement, NDPA, Purchase Agreement and this Agreement and any schedules or exhibits attached hereto or referenced herein represent the entire agreement of the parties (the "Agreements"), and supersede all prior discussions, emails, and/or agreements, and are intended to be the final expressions of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on a Merchant purchase order, the terms of this Agreement shall prevail, except as expressly stated otherwise in the Purchase Agreement. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or in any other order document (other than an order form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related order forms, may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of Merchant and LINQ. All rights not expressly granted to Merchant are reserved by LINQ and its licensors.

EXHIBIT A

Payment Fees

Payment Fees will be paid as follows:

X	Convenience Fee. All Payment Fees will be paid by the End User.
	Merchant Fee. All Payment Fees will be paid by Merchant.
	Shared Fee. Payment Fees will be divided between the End User and Merchant. Merchant will pay _____% and $_____per transaction of the Payment Fees listed below.

The following Services features shall be provisioned:

X	Meal Payments (includes one-time, scheduled, and recurring payments)
	School Store, Invoices, and Fee Payments
	LINQ Pay (in-person)

The following Payment Fees will be charged on each payment transaction in accordance with the Agreement:

Online Meal Payments

Payer	Method	Payment Fee	Maximum transaction
End User	Card Payments	3.95% with a minimum fee of $2.85	$2,000
End User	ACH payments	$1.85	$2,000

School Store, Invoices, and Fee Payments

Payer	Method	Payment Fee	Maximum transaction
End User	Card Payments	3.95% with a minimum fee of $2.85	$2,500
End User	ACH payments	$1.85	$2,500

(If a higher limit is needed, please contact LINQ Customer Support to request a limit increase. It can take up to 5 days to authorize this change.)

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

EXHIBIT B

Merchant ACH Processing Authorization Form

The undersigned whose name appears in the signature space below hereby authorizes and grants LINQ authorization to credit or debit the following bank account(s) during the term of this authorization for cash receipts, adjustments, chargebacks, returns, rejects, processor fees, damaged, lost, or stolen equipment provided by LINQ to Merchant, communication expenses and or other miscellaneous fees and expenses from the operation of an Electronic Data Capture Device (ATM/POS/EBT/Currency/Stored Value/eCheck or other items of value). These credits and debits will be facilitated by use of the Automated Clearing House (ACH). Point of Service (POS) transactions are settled by LINQ where the payment amount is directly settled into Merchant's business checking account (DDA) by the Visa and MasterCard Member bank. This authorization is valid from the effective date hereof until such time as this authorization is terminated in writing by the undersigned and/or the Purchase Agreement terminates, whichever occurs first, and shall remain effective after termination with respect to amounts owed by Merchant to LINQ on the date of termination. This authorization may be assigned by LINQ to a third party.

The undersigned hereby represents and warrants the following signature(s) have been authorized to execute and deliver bank drafts from the following bank account.

Agreed to on this _____day of _____, 202__.

ACH Information: Merchant Information

District Name: _____

Tax ID: _____

Address: _____

City: _____State: _____ZIP Code: _____

Contact Name: _____Title: _____

Email Address: _____Phone: _____

ACH Information: Financial Institution

Financial Institution Name: _____

ABA/Routing#: _____- _____

Account#: _____

Authorized Signature on above Bank Account

_____

Second Authorized Signature, if applicable

_____

Please attach a voided check or bank letter for this account.

(Please complete one form for each depository account associated with your account. In most cases there is a separate account for nutrition payments and school fee payments.)

EXHIBIT C

SUBMERCHANT AGREEMENT ACKNOWLEDGEMENT

The undersigned whose name appears in the signature space below acknowledges receipt of the Submerchant Agreement which applicable terms are incorporated by reference. A copy of the Submerchant Agreement can be found at https://bit.ly/sma431217

MERCHANT: _____

By:

_____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Payrix

Version: 10.2022
Last Modified: 12-08-2022

Terms and Conditions
Government Entity Terms and Conditions

TERMS AND CONDITIONS

These terms and conditions are part of the binding Agreement between Payrix and the government entity accepting this Agreement (Sub-Merchant). Capitalized terms used in this Agreement not otherwise defined herein are defined in the Glossary set forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:

1. Payrix Services

The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third-Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third-Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate.

2. Account

So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third-party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.

3. Prohibited Merchants

All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.

4. Prohibited Activities

It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sub-license any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.

5. Application

On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its elected or appointed officials. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity.

6. Customers

Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal.

7. Payrix Regulatory Status

Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules, and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit, or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.

8. Platform Services and Third-Party Servicers

Payrix assists in enabling Platforms to help Sub-Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third-Party Servicer. It is ultimately Sub-Merchant's responsibility to ensure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third-Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third-Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.

9. Reserved

10. Credit Check Consent; Financial Information

In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting agency may not give out information about Sub-Merchant to Payrix without Sub-Merchants' written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota, and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.

11. Fees

Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s), or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.

12. Transaction Authorizations

Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed $10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools, Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain in full force and effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.

13. Settlement

Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant's legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant's perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant's bank account(s).

14. Sub-Merchant Transaction Disclosure and Privacy Policy

Sub-Merchant must not: (i) Require a Customer to complete a postcard or similar device that includes the Customer's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) Add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax. Any tax amount, if allowed, must be included in the Transaction amount and not collected separately; (iii) Asses a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) Request or use a card account number for any purpose other than as payment for its goods or services; (v) Disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) Disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency. In this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant; (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) Enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if the initial ACH Transaction was returned for insufficient or uncollected funds. Sub-Merchant may pursue payment from the Customer outside the Payrix Services; (ix) Accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) Accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (x) Enter into interchange a Transaction that represents collection of a dishonored check; (xi) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xii) Change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiii)

Request a Card Verification Value2 ("CVV2") for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xiv) Submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.

15. Reserves

Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, unshipped Product and/or unfulfilled services, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant grants Payrix a security interest in and lien on any and all funds held in any Reserve, and also authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant will execute any additional documentation required for Payrix to perfect Payrix's security interest in any funds in the Reserve. This security interest survives for as long as Payrix holds funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

16. Customer Data Security and Compliance

If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third-Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third-Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third-Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes.

17. Taxes

Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.

18. Refunds and Returns

Sub-Merchant agrees to process returns of and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation, or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.

19. Chargeback Liability

The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction, or other reasons under the NACHA Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction

amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

20. Recoupment of Funds Owing to Payrix

Where amounts are owing from Sub-Merchant to Payrix hereunder or under any other Agreement with Payrix or its affiliates, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third-party collection agent.

21. Escheatment

If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.

22. Recordkeeping

Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.

23. Term and Termination

The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.

24. Marks/IP

Sub-Merchant may use the trademarks and service marks of Payrix and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.

25. Indemnification

Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials provided by Sub-Merchant. Any indemnification obligation of

Sub-Merchant arising in connection with this Agreement shall apply to the fullest extent permitted by law. Sub-Merchant agrees to be responsible for transaction losses and amounts, including chargebacks, arising in connection with this Agreement.

Payrix shall indemnify, defend and hold Sub-Merchant and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Payrix's representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of Payrix's policies or the Rules; (ii) Payrix's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights. Any indemnification obligation of Payrix arising in connection with this Agreement shall apply to the fullest extent permitted by law.

26. Sub-Merchant Representations

Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vi) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (vii) except in the ordinary course of business, no Transaction submitted by Sub-Merchant through the Payrix Services will represent a sale to any will represent a sale to any elected or appointed official of Sub-Merchant; and (viii) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

27. No Warranties

THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

28. Limitation of Liability

PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S AND BANK'S LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE GREATER OF TWELVE (12) MONTHS OF FEES PAID BY SUB-MERCHANT TO PAYRIX OR $100,000. PAYRIX, ITS PROCESSOR AND BANK SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III) DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYRIX SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICERS, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) BANK, PAYRIX OR ONE OF PAYRIX'S SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

29. Direct Merchant Status

Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than $1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at https://portal.payrix.com/terms, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) $1,000,000 in a rolling twelve-month period, or (2) $100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the American Express Program requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

30. Sub-Merchant Obligations with Respect to ACH Transactions

Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:

(i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.

(ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain, and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.

(iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.

(iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.

(v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an "Originator" under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have "commercially reasonable" processes in place that validate routing numbers and verify that its Customer's bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.

(vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.

31. Confidentiality

Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant's duties and obligations hereunder. Payrix acknowledges that Sub-Merchant, as a public entity, may be obligated by federal, state, and local laws to disclose information considered by Payrix, Bank and Processor to be confidential. Sub-Merchant agrees to notify Payrix if disclosure of these terms has been requested or is required. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this section specifically enforced, and Sub-Merchant's breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

32. Reserved

33. Governing Law

If Sub-Merchant is a government entity, the validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of the State in which the Sub-Merchant is located. In all other instances, the validity, construction, and performance of this Agreement shall be governed and construed in accordance with the laws of Delaware, without giving effect to any conflict of laws provisions thereof. The Federal and state courts located in Missoula County, Montana shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

34. Limitation on Time to Initiate a Dispute

Unless otherwise required by law, an action or proceeding by Sub-Merchant relating to any dispute or claim by Sub-Merchant hereunder must commence within one year after the cause of action accrues failing which Sub-Merchant foregoes any rights in respect thereof.

35. Amendment of Agreement

Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. If Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted the change(s) and/or addition(s). This Agreement may also be amended by written agreement between the parties hereto.

36. Independent Contractors

The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.

37. Reserved

38. Assignment

The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.

39. Electronic Signatures, Notices and Electronic Communication

When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account, and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, support@payrix.com, and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery. Without limiting any other rights of Payrix, Sub-Merchant acknowledges and agrees that Payrix may provide and/or issue invoices and notices related to the Agreement through Platform.

40. Whole Agreement; No Waiver; Severability

No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

41. Survival

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.

42. Special Association Considerations

There are a few special rules regarding your participation in the Discover and American Express Card programs.

A. Discover. Payrix has no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).

B. American Express. The following terms apply only to Sub-Merchant's American Express Program (see the American Express Merchant Operating Guide, which can be located at http://www.americanexpress.com/merchantopguide for capitalized terms).

i. Exchange of Information. Sub-Merchant authorizes Payrix to exchange transaction and settlement information with American Express on Sub-Merchant's behalf.

ii. American Express Program Terms. Sub-Merchant agrees to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at http://www.americanexpress.com/merchantopguide.

iii. Disclosure and Use of Information. Payrix may disclose Transaction Data, Sub-Merchant Data, and other information about Sub-Merchant to

American Express. American Express may use the disclosed information for any lawful business purpose.

iv. Direct Card Acceptance. In the event Sub-Merchant Charge Volume exceeds (1) $1,000,000 in a rolling twelve-month period, or (2) $100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.

v. Bona Fide Sales, Encumbrances, Assignment. Sub-Merchant shall only sell bona fide goods and services at its establishment(s). Sub-Merchant Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it is due under the Agreement to a third party. However, Sub-Merchant may sell and assign future transaction receivables to Payrix or Payrix's affiliated entities and/or any other cash advance funding source Payrix (or its affiliates) partner with.

vi. Third Party Beneficiary. This Agreement confers third party beneficiary rights in American Express for enforcing terms against Sub-Merchant. It imposes no obligations on American Express.

vii. Opting Out. Sub-Merchant may opt out of accepting American Express Cards in writing without affecting Sub-Merchant's rights to accept other payment products.

viii. Termination. Payrix may terminate Sub-Merchant's right to accept American Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or any other activity justifying termination.

ix. Right to Bill and Collect Chargebacks. Sub-Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, Sub-Merchant has fully paid for the charge, and Sub-Merchant otherwise has the right to do so.

x. Removal of Licensed Marks. Sub-Merchant agrees to remove any American Express Licensed Marks from its website or any other location when its participation in the Program ends.

xi. Refund Policies. Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.

xii. Participation under American Express Program or EA Program. If Sub-Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.

43. Glossary

"ACH" means the Automated Clearing House.

"ACH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.

"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership, or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.

"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.

"American Express" means American Express Travel Related Services Company Inc.

"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.

"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks.

"Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.

"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.

"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services.

"Customer" means a client, customer, or donor of Sub-Merchant.

"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.

"Discover" means Discover Financial Services, Inc.

"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.

"Equipment" means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprinters, authorization terminals and other similar devices, printers, software, and credit card authenticators.

"Fees" means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the

Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.

"Guarantor" means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.

"Mastercard" means Mastercard International Incorporated.\

"NACHA" means the National Automated Clearinghouse Association.

"NACHA Rules" means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended, or modified from time to time.

"Payment Network" means Visa, Mastercard, Discover, American Express, NACHA and such other payment networks as Payrix indicates are compatible with the Payrix Services.

"Payment Network Rules" means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.

"Payrix" means Payrix Solutions, LLC and its successors and assigns.

"Payrix Services" means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.

"PCI DSS" means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.

"Penalties" means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant's (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.

"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators, or other legal representatives of an individual in such capacity.

"Platform" means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.

"Platform Fees"" are those fees occurring in connection with Sub-Merchant's use of a Platform.

"Processor" means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. Payrix currently uses two processors: FIS with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384 and Wells Fargo Merchant Services with an address of PO Box 6079, Concord, CA 94524.

"Product" means any product or service offered for sale or sold by Sub-Merchant.

"Prohibited Activity" means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.

"Reserve" means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.

"Return" means the return of an Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.

"Reversal" means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.

"Rules" means the Payment Network Rules and the NACHA Rules.

"Service Delivery Process" means Payrix's then standard methods of communication, service, and support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.

"Site" means www.payrix.com.

"Sub-Merchant" means the Person accepting the Agreement and receiving Payrix Services thereunder.

"Third Party Sender" has the meaning assigned to such term in the NACHA Rules and includes a third-party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

"Third Party Servicer" means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.

"Transaction" means an ACH Transaction, or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.

"Visa" means Visa U.S.A., Inc., Visa International.

PROHIBITED ACTIVITY SCHEDULE

"Prohibited Activity" means any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers' clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; computer repair or maintenance services; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; credit protection or identity theft protection services; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; discount coupon merchants or online sites; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia, pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; inbound or outbound telemarketing businesses including lead generation businesses; investment or “get rich quick” merchants, businesses or programs; licensed or franchised goods or services, such as apple products; marijuana dispensaries and related products or services; marketing activities involving “pay only for shipping” and/or “free trial” periods; medical equipment; multi-level marketing businesses, pyramid or Ponzi schemes; merchants offering special incentives; negative option, renewal, or continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prepaid phone cards or phone services; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; rebate or upsell programs; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; if merchant falls within the following exclusions, merchant will not accept the American Express card; equities (including stocks, bonds, or any other ownership position in a corporation); goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; internet auctions; political parties; telecommunications (including wireless, cable and internet); travel industry (including car rental, lodging, and other travel tour operators); in addition, merchant may not use the service for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others. this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose, or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Company, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Company or Company's business partners; sending or receiving what Company considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Company; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Company may use evidence other than merchant account information to determine whether merchant control an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Company to be unauthorized, illegal, or criminal.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Privacy Policy

Last Updated: 03/28/2023

Introduction

EMS LINQ, LLC. ("LINQ", "we", "our", or "us") cares about your privacy, and we are committed to responsibly handling your personal information. This Privacy Policy explains how LINQ collects, uses, discloses, and protects personal information that we collect from and about you through our Websites and Solutions.

Scope and Applicability of this Privacy Policy

The personal information we collect and how we use it depends on your relationship with us and the context in which you interact with us.

When you visit the publicly-accessible areas of our websites, including https://linq.com,https://www.titank12.com, https://www.k12paymentcenter.com, and any other publicly-available websites, mobile applications, or online services or applications that we provide directly to individuals and that link to this Privacy Policy (collectively, the "Websites"), we determine the personal information we collect, and control the purposes for which it may be used and disclosed. This Privacy Policy details our practices with respect to this personal information.

LINQ provides cloud-based products and services to K-12 schools, school districts, and other educational institutions, including solutions for accounting, finance and HR, enrollment and registration, nutrition and payments, and website hosting and management (collectively, the "Solutions"). We operate the Solutions on behalf of those K-12 schools, school districts, and other educational institutions that subscribe to the Solutions ("Clients") and we generally collect, use, and disclose personal information collected or received through those Solutions at our Clients' direction and in accordance with our agreements with them. While this Privacy Policy generally describes the personal information we collect through the Solutions and how we handle that information, we do not control, and this Privacy Policy does not apply to, our clients' handling of the information they process through our Solutions. If you have questions about the information practices of a client that uses our Solutions, we encourage you to review the Client's privacy statement or contact them directly.

Unless otherwise expressly indicated in this Privacy Policy, this Privacy Policy does not apply to information that we collect offline, or through other channels or methods.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Information We Collect and Receive through the Websites

When you visit and use the Websites, we may collect various kinds of personal information from and about you and use and disclose that information for our own purposes as described in this section. This section does not apply the personal information we collect or receive through the Solutions we provide to Clients, which is discussed in the **Personal Information We Collect and Receive through Our Solutions** section below.

Information You Provide Directly to Us

When you visit and use the Websites, we may collect personal information you choose to provide to us, such as when you fill out a contact form, open a support ticket, or email us to request information about our Solutions. This personal information may include:

- Contact information, such as your name, email address, and phone number;
- Information about your organization and the state in which you are located; and
- Any other information you choose to submit about yourself or your organization when you communicate with us, such as when you request information about our Solutions, open a support ticket, or use the screen sharing or other remote assistance tools we make available through the Websites.

Information We Collect Automatically

When you use the Websites, we also may collect certain information automatically about your device and your use of the Websites, such as the following:

- Technical information about your computer, device, hardware, or software you use to access the Websites, such as IP address or other transactional or identifier information for your device (such as device make and model, device ID, information about device operating systems and browsers, mobile network information, or other device or system related specifications);
- Usage information and statistics about your interaction with the Websites, such as the URLs of the pages that you have visited, URLs of referring and exiting pages, page views, time spent on a page, number of clicks, the application you used, how long you used the application and when, and other usage statistics;
- Information that facilitates a safer and more personalized experience, such as user identification information, saved preferences, and device identifiers or other usage information for authentication and fraud prevention purposes; and
- Information about your approximate location, which we may derive from device information such as IP address.

We collect some of this information through cookies and other similar technologies. For more information, please see the **How We Use Cookies and Other Similar Technologies** section of this Privacy Policy. We may also permit other parties with whom we work to collect this information when you use the Websites, and these parties may collect this information over time and across different websites.

How We Use Information Collected or Received through the Websites

We may use the information we collect through the Websites about you in the following ways:

- To maintain, operate, and monitor the Websites; to improve or enhance the Websites; and to perform internal research and development;

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

- To respond to your inquiries and fulfill your requests;
- To contact you for our marketing purposes and to promote our products and services;
- For our internal business operations, such as conducting, evaluating, updating, and modifying our operations and marketing efforts; conducting research and analysis; enhancing and improving our services; and performing other similar internal business operations, including as described elsewhere in this Privacy Policy;
- To comply with applicable laws and/or regulations; to detect security incidents; to protect against fraudulent or malicious activity (including to prosecute responsible parties);
- To enforce our policies, terms of use, or rights arising from contracts;
- To evaluate or participate in an actual or potential merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, including as part of bankruptcy, liquidation, or similar proceedings; and
- For such other purposes as you may authorize or direct when we collect your information.

We may also use your personal information to create aggregated or anonymized information that does not identify you, and use that information for any purpose or share it with third parties, in accordance with applicable laws.

How We Share Information Collected or Received through the Websites

Except as set for in this Privacy Policy, we do not trade, share, rent, sell or give away your personal information. We may however disclose personal information we collect through the Websites:

- To our affiliates and subsidiaries.
- To our service providers, contractors, or other third parties we use to support our organization and who are bound to keep the information confidential and use it only for the purposes for which we disclose it to them.
- To comply with law enforcement or other relevant parties in response to a court order, legal process, or to respond to any government or regulatory request.
- To establish or exercise our legal rights or to defend legal claims or to comply with applicable law or regulation.
- To investigate, prevent, or take action regarding actual or suspected illegal activity, fraud, or other wrongdoing.
- To protect the rights, property, or safety of LINQ or others, and to enforce our policies, Terms of Use, or other legal rights.
- To a buyer or other successor or organization in the event of an actual or potential merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, including as part of bankruptcy, liquidation, or similar proceeding. You will be notified via email and with prominent notice on our Web site for 30 days of any such change in ownership or control of your personal information.
- To other parties, and for other purposes, as you may authorize

<u>Information We Collect or Receive through Our Solutions</u>

When you use our Solutions, whether as an employee or contractor of a Client who subscribes to one of our Solutions (an “Authorized User”), or as a student, parent or guardian, or other end user of a Solution (an “End

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

User"), we may collect or receive personal information from and about you in connection with your use and our operation of the Solution.

This section of our Privacy Policy generally describes the types of personal information we collect and receive through our Solutions, the purposes for which it is used, and how the information is shared.

Please note, however, that we are considered a "Service Provider" of our Clients with respect to the information they process through our Solutions, and our handling of that information is governed by our agreements with them. We do not control how our Clients use or disclose your personal information, and this Privacy Policy does not apply to their handling of that information. If you have questions about the information practices of a Client that uses our Solutions, we encourage you to review the Client's privacy statement or contact the Client directly.

Information Provided to Us Directly

The personal information we collect through our Solutions includes information that users submit directly to us, the nature of which depends on the Solutions the Client subscribes to and the user's relationship with us and with the Client. That information may generally include the following:

- **Client Information.** If you are an employee, contractor, or service provider of a Client and access and use our Solutions as an Authorized User, we may collect personal information such as your name, email address, phone number, login credentials, the name of the Client and the school district with which you are associated, and other information necessary to set up and administer your user account, as well as other information you submit to us when you communicate with us about the Solutions.
- **End User Information.** If you are a student, parent or guardian, or staff member associated with a Client and access and use our Solutions as an End User, we may collect personal information such as your name, email address, phone number, login credentials, the name of the Client and the school district with which you are associated, and other information necessary to set up and administer your user account, as well as other information you submit to us when you use or communicate with us about the Solutions.
- **Client Content.** We collect and receive information that Clients and their Authorized Users and End Users upload to the Solutions or otherwise provide to us in connection with their use of the Solutions ("Client Content"). The types of personal information included in Client Content depend on the Solution and are controlled by the Client, but may include human resources information (for our HR and accounting Solutions), student enrollment and registration information (for our enrollment and registration Solutions), and payment and billing information and information about student activities and meals (for our payment and nutrition Solutions).

Information We Collect Automatically

When you use the Solutions, we also may collect certain other information automatically about your device and your use of the Solutions, such as the following:

- Technical information about your computer, device, hardware, or software you use to access the Solutions, such as IP address or other transactional or identifier information for your device (such as device make and model, device ID, information about device operating systems and browsers, mobile network information, or other device or system related specifications);

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

- Usage information and statistics about your interaction with the Solutions, such as the URLs of the pages that you have visited, URLs of referring and exiting pages, page views, time spent on a page, number of clicks, the application you used, how long you used the application and when, and other usage statistics;
- Information that facilitates a safer and more personalized experience, such as user identification information, saved preferences, and device identifiers or other usage information for authentication and fraud prevention purposes; and
- Information about your approximate location, which we may derive from device information such as IP address.

We collect some of this information through cookies and other similar technologies. For more information, please see the **How We Use Cookies and Other Similar Technologies** section below.

Information Obtained from Third Parties

If you use the Solutions as an Authorized User or End User, we may obtain information about you from the Client with whom you are associated, the nature of which will depend on the Solution.

How We Use Information Collected or Received through Our Solutions

We may use the information we collect through the Solutions for the following purposes:

- **To Operate the Solutions and Otherwise on Our Clients' Behalf.** We use information we collect or receive through the Solutions on behalf of and as authorized by our Clients, in accordance with our agreements with them, to operate, maintain, and provide the Solutions to which they subscribe and to perform services and provide support relating to those Solutions.
- **Client Engagement**. We use contact information of Authorized Users and other contacts at our clients for invoicing, notification of product updates and maintenance, and otherwise to communicate with Authorized Users about the Solutions, including to conduct marketing to promote our products and services.
- **Research and Development.** Consistent with our agreements with Clients, we may use information we collect through the Solutions to improve or enhance the Solutions, and for our own internal research and development.
- **Compliance or Legal Requirements.** We may use information collected through the Solutions to comply with applicable laws and/or regulations; to detect security incidents; to protect against fraudulent or malicious activity (including to prosecute responsible parties); to comply with law enforcement requests.

How We Share Information Collected or Received through Our Solutions

Except as set for in this Privacy Policy, we do not trade, share, rent, sell or give away your personal information to third parties. We may however disclose personal information we collect through our Solutions:

- To our Clients.
- To our affiliates and subsidiaries.
- To our service providers, contractors, or other third parties we use to support our Solutions.
- When you use our Solutions to make a purchase or complete a payment transaction, we will share your payment and transaction data with payment processors, banks, and other organizations to process transactions and for fraud detection and prevention and anti-money laundering purposes.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

- To establish or exercise our legal rights or to defend legal claims or to comply with applicable law or regulation.
- To investigate, prevent, or act regarding actual or suspected illegal activity, fraud, or other wrongdoing.
- To protect the rights, property, or safety of us, our users, or others.
- To a buyer or other successor or organization in the event of an actual or potential merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, including as part of bankruptcy, liquidation, or similar proceeding. You will be notified via email and with prominent notice on our Web site for 30 days of any such change in ownership or control of your personal information.
- For such purposes as you may authorize at the time you submit the information, including to any other parties for purposes that are disclosed to you at the time that you provide the information.
- To enforce our policies, Terms of Service, or rights.

We may also use personal information we collected or receive through our Solutions to create aggregated or anonymized information that does not identify you and use that information for any purpose or share it with third parties, in accordance with applicable laws.

How We Use Cookies and Other Similar Technologies

As is true of most websites and online applications, we gather certain information about the use of the Websites and Solutions through cookies and other tracking technologies such as web beacons.

A cookie is a data file that is placed by a website operator on the hard drive of a visitor's computer to their site. Our Websites and Solutions may use first-party cookies (those placed by LINQ) and third-party cookies (those placed by other parties with whom we work) to collect information about your use of the Websites and Solutions.

A web beacon is an electronic image, called a single-pixel (1x1) or clear GIF. Web beacons can recognize certain types of information on a website visitor's computer, such as a visitor's cookie number, time and date of a page view and a description of the page where the web beacon is placed

We may use cookies and web beacons to improve the user experience and facilitate your use of the Websites and Solutions, including by allowing the Websites and Solutions to remember you and your preferences as you browse through different pages, and to allow us to perform site analytics. One of the ways that we do this is using Google Analytics. For more information about how Google Analytics uses and processes data, please visit https://www.google.com/policies/privacy/partners/.

We and third parties with whom we work may also place cookies and use web beacons on the Website and Solutions to collect information about your browsing activity over time and across third-party websites and online services and use that information to deliver content relevant to your interests, including our advertisements, on our Websites and Solutions and elsewhere on the internet. We may also use those technologies to understand the usefulness to you of the advertisements and content that has been delivered to you, such as whether you have clicked on an advertisement.

We do not, however, use or disclose information (whether personal information or otherwise) about students that we collect through our Solutions (i) for behavioral targeting of advertisements to students, or (ii) to build a personal profile of a student other than as directed by our clients for their educational or school purposes in connection with their use of our Solutions.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Links to Third-Party Websites and Services

The Websites and Solutions may contain links to other third-party websites and services. These websites and services are not subject to this Privacy Policy. They are not controlled by LINQ and LINQ is not responsible for their content or their privacy policies, which may differ from ours. We have not reviewed and make no representations about the accuracy of information on third-party websites, or about their information handling practices. Visits you make to these websites are at your own risk, and we encourage you to review their privacy policies.

Your Choices

We provide you with certain choices about your information. For example, you may choose not to provide the personal information we request. In some cases, however, if you decide not to provide the information we request, we will not be able to provide the service or information you requested.

Other examples of your choices include:

- You can browse our Websites without registering or directly submitting any information to us. We may, however, collect some limited information automatically, as described above.
- You may opt out of receiving our commercial email messages at any time by using the opt-out mechanism provided in the message.
- You may change your browser settings or take other steps to block, manage, or delete cookies. Our Websites do not currently respond to browser "do not track" signals, so you will need to use your browser settings to effectively manage cookies. In some cases, blocking or disabling cookies may cause the Websites not to work as intended and some features may not be available.
- You may, at any time, request that we update, modify, or delete any inaccuracies in your information by contacting us as described in the "**How to Contact Us**" section of this Privacy Policy.

Additional Information for California Residents

This section of the Privacy Policy applies only to consumers who reside in the State of California (as used in this section, "California resident", "consumers" or "you"), and to our processing of personal data of a particular consumer or household ("California Personal Information"), and only to the extent we direct the purposes and means of California Personal Information processing and otherwise qualifies as a "business" under the California Consumer Privacy Act of 2018 ("CCPA"). It does not apply to information we collect, disclose, or otherwise process as a "service provider" under CCPA on behalf of our Clients and business partners. In that case, our Client's privacy policy governs the use of the personal information. Accordingly, this portion of the Privacy Policy only reflects how we collect, use, disclose, or otherwise process personal information for our own purposes, both online and offline.

California Personal Information does not include, and this section does not apply to, information that is subject to exemptions or exclusions under the CCPA, including:

- Health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
- Publicly available information from government records;

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

- Deidentified or aggregated consumer information;
- Personal information relating to California residents with whom we transact or communicate solely in the context of engaging in due diligence regarding, or providing or receiving a product or service to or from, an organization and the California resident is acting as an employee, owner, director, officer, or contractor of the organization; and
- Personal information, emergency contact information, and benefits administration information we collect about a California resident in the course of that California resident acting as our job applicant, our employee, our owner, our director, our officer, our medical staff member, or our contractor to the extent we use that information within the context of that California resident's role as our job applicant, employee, owner, director, officer, medical staff member, or contractor.

California Personal Information We Collect

We have collected the following categories of California Personal Information from consumers in the last 12 months:

- Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)), such as name, address, telephone number, education, employment, employment history. Some personal information included in this category may overlap with other categories.
- Identifiers such as your real name, alias, postal address, zip code, telephone number, email address, or other similar identifiers.
- Unique and online identifiers such as device identifiers, internet protocol addresses, cookie identifiers, beacon identifiers, pixel tags or mobile ad identifiers or similar technology, or other forms of persistent or probabilistic identifiers that can be used to identify a particular consumer or device.
- Commercial information that identifies or could reasonably be linked to you, such as products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet or other electronic network activity information identifies or could reasonably be linked to you, such as browsing history, search history and information regarding an individual's interaction with an internet website, application, or advertisement.
- Geolocation information, such as your specific, real-time physical location or precise movements while you access our sites or apps if you have enabled location services on your device.
- Sensory data, such as audio, electronic, visual, or similar information.
- Professional or employment-related information, such as your employer and job title.
- Inferences drawn from personal information, such as person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

Sources of California Personal Information

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

We obtain the categories of California Personal Information that we collect as indicated above from the following categories of sources:

- Directly from you, including when you provide information to us.
- Indirectly from you, such as through logging and analytics tools, cookies, pixel tags, and other automatic data collection tools that we use on our website.
- From third parties, such as our service providers, other business partners, public sources, data resellers, and third-party websites.

Use of California Personal Information

We may use the categories of California Personal Information listed above that we collect for the business and commercial purposes described in the **Information We Collect and Receive through Our Websites** and **Information We Collect and Receive through Our Solutions** sections of this Privacy Policy.

Sharing California Personal Information

We may share your California Personal Information with third parties as described in the in the **Information We Collect and Receive through Our Websites** and **Information We Collect and Receive through Our Solutions** sections of this Privacy Policy. In the preceding 12 months, we may have disclosed the categories of California Personal Information listed above to the categories of third parties identified below for a business purpose:

- Our service providers, affiliates and subsidiaries;
- Other third parties to whom you or your agents direct us to disclose your California Personal Information; and
- Other third parties to protect our legal rights, to comply with legal requirements, as required by law, to carry out a merger, sale, joint venture, or other transaction involving a transfer of our business or assets, or with your prior consent.

In the preceding 12 months, we have not sold California Personal Information. We do not sell your California Personal Information, and we do not have actual knowledge that we sell California Personal Information of consumers under 16 years of age.

California Personal Information Rights and Choices

The CCPA provides consumers with specific rights regarding their California Personal Information. This section describes those rights and explains how to exercise those rights.

- Access to Specific Information and Data Portability Rights. You have the right to request that we disclose certain information to you about our collection, use, and disclosure of your California Personal Information over the past 12 months. If we receive and confirm a verifiable consumer request from you pursuant to the Exercising Access, Data Portability, and Deletion Rights section below, we will disclose one or all of the following depending on the scope of the request:
    - The categories of California Personal Information we collected about you.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

- The categories of sources for the California Personal Information we collected about you.
- Our business or commercial purpose for collecting California Personal Information about you.
- The categories of third parties with whom we shared your California Personal Information.
- The specific pieces of California Personal Information we collected about you.
- If we disclosed your California Personal Information for a business purpose, a list of the disclosures for a business purpose identifying the categories of California Personal Information disclosed to those parties in the preceding 12 months.

- Deletion Request Rights. You have the right to request that we delete your California Personal Information, subject to certain exceptions. Once we receive and confirm your verifiable consumer request pursuant to the Exercising Access, Data Portability, and Deletion Rights section below, we will delete your California Personal Information from our records in accordance with CCPA requirements, unless an exception applies.
- Exercising Access, Data Portability, and Deletion Rights. To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:
  - Calling us at 888-GO4-LINQ
  - Emailing us at info@linq.com

  Only you, or an individual or entity that you authorize to act as your agent, may make a verifiable consumer request related to your California Personal Information. You may also make a verifiable consumer request on behalf of your minor child.

  You may only make a verifiable consumer request for access or data portability twice within a 12-month period. Your request must provide information sufficient to verify you are the person about whom we collected California Personal Information. In order to verify your request, we may ask you to provide information such as your first and last name, email address, mailing address, telephone number, or any other information necessary to verify your identity. Your request also must include sufficient detail for us to properly understand, evaluate, and respond to it.

  You may designate an authorized agent to submit requests on your behalf through a valid power of attorney in certain circumstances or through signed written permission that authorizes the agent to act on your behalf. We may require additional information when requests are submitted through an authorized agent, such as requiring the submission of signed written permission for the agent to act on your behalf, requiring you to verify your identity directly with us, and requiring you to confirm the authorized agent's permission to act on your behalf directly.

  We cannot respond to your request or provide you with California Personal Information if we cannot verify your identity or authority to make the request and confirm the California Personal Information relates to you.

  Making a verifiable consumer request does not require you to create an account with us. However, if you have a password-protected account with us we consider requests made through that account sufficiently verified when the request relates to California Personal Information associated with that specific account.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

Any disclosures we provide will only cover the 12-month period preceding our receipt of the verifiable request. If we cannot fulfill, or are permitted to decline, your request then we will alert you or your authorized representative. For data portability requests, we will select a format to provide your California Personal Information that is readily usable.
We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision, and we reserve the right to either refuse to act on your request or charge you a reasonable fee to complete your request if it is excessive, repetitive, or manifestly unfounded.

- Non-Discrimination. You have a right to not receive discriminatory treatment for exercising your access, data portability, and deletion rights described above. Except to the extent permitted by the CCPA, we will not deny you, or charge you different prices or rates for, goods or services or provide a different level or quality of goods or services for exercising the rights described above.

Modifications and updates to this Privacy Policy

We may update this Privacy Policy to reflect changes in our privacy practices at any time and without notice to you. When we do so, we will update the Effective Date of the Privacy Policy, above. We encourage you to periodically review this Privacy Policy for the latest information about our privacy practices. We will notify you about material changes in the way we treat personal information by sending a notice to the primary email address specified in your account or by placing a prominent notice on our site, and will give you the opportunity to exercise choice before your personal information is used in any manner that is inconsistent with the uses set out in this Privacy Policy at the time we collected the information.

How to Contact Us

If you have any questions or comments regarding this Policy or our privacy practices, please contact us at:

EMS LINQ, Inc.
2528 Independence Blvd., Suite 200
Wilmington, NC 28412
Email: info@linq.com
Telephone: 888-GO4-LINQ

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

LINQ Master Subscription Agreement

Last updated: May 8, 2023

Introduction

PLEASE READ CAREFULLY BEFORE ACCEPTING THE TERMS AND CONDITIONS OF THIS MASTER SUBSCRIPTION AGREEMENT, WHICH ALONG WITH ANY ADDITIONAL TERMS ATTACHED HERETO AND ANY ORDER FORMS ENTERED INTO BY YOU AND EMS LINQ, LLC ("LINQ") ARE COLLECTIVELY REFERRED TO AS THE "AGREEMENT." UNLESS OTHERWISE DEFINED HEREIN, CAPITALIZED TERMS SHALL HAVE THE MEANINGS SET FORTH IN SECTION 10 BELOW.

BY ACCEPTING, YOU ARE AGREEING ON BEHALF OF THE ENTITY ORDERING THE LINQ PRODUCT ("YOU") THAT YOU WILL BE BOUND BY AND BECOME A PARTY TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT OR DO NOT HAVE THE AUTHORITY TO BIND THIS AGREEMENT, DO NOT SIGN (EITHER MANUALLY OR ELECTRONICALLY) THE ORDER FORM ISSUED TO YOU BY LINQ.

1. Subscription

1. **Use of the LINQ Product.**
    I. **Terms of Use.** The parties acknowledge and agree that the terms and conditions contained in this Agreement and the terms of use, which are attached in Exhibit A, will govern Your use of the LINQ Product for the Subscription Term, unless explicitly stated otherwise in a written agreement between the parties.
    II. **LINQ Product Features and Components.** LINQ reserves the right to make modifications to the LINQ Product or particular features or components of the LINQ Product, from time to time, at its sole discretion; however, LINQ agrees not to materially degrade the LINQ Product. LINQ will exercise reasonable commercial efforts to notify You of any such material modifications to the LINQ Product, provided however, that LINQ will not have any liability for failure to provide such notice.
2. **Support.**
    During the Subscription Term, and at no additional charge to you, LINQ shall provide You technical assistance by telephone on use of the Software, the identification of Software problems, and the reporting of Errors. You shall designate in writing to LINQ no more than three (3) technical contacts/district representatives to request and receive telephone support services from LINQ at any given time.
3. **Professional Services.**
    If agreed in writing between the parties, purchased by You and set forth on an Invoice, LINQ will provide services which will enable attendees to attend demonstrations and events which will highlight the functions and use of the LINQ Product and which are periodically held at LINQ's facilities or at other locations as LINQ and You may agree

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

("**Professional Services**"). In consideration of payment of the fees associated with the Professional Services set forth on an Invoice, You are entitled to receive the number of hours of Professional Services as indicated on the Invoice. You shall be solely responsible for all transportation, lodging, meals or any other expenses incurred by LINQ or your Users attending such Services. If You purchased hardware from LINQ, Professional Services may include installation of hardware as well. In the event You cancel or postpone scheduled Professional Services within 14 days of the agreed upon date, You are responsible for all expenses incurred by LINQ and fifty- percent (50%) of the scheduled Professional Services fee. All quoted installation dates, including dates related to terms such as "installation," "completion of training" and "live," shall be placed on a schedule and which may be modified by the mutual agreement of the parties. All additional costs, including but not limited to professional and travel expenses, shall be pre-approved in writing prior to incurring costs.

4. **Your Responsibilities.**
   You shall: (a) be responsible for all Your Users' compliance with the terms and conditions of this Agreement, (b) be solely responsible for the accuracy, integrity, and legality of Your Data and the means by which it acquires and uses such Your Data, (c) use the LINQ Product only in accordance with the applicable online user guide and applicable laws, rules, regulations (including, without limitation, export, data protection and privacy laws, rules and regulations) and any LINQ Product documentation, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the LINQ Product, and (e) notify LINQ in writing immediately of (i) any known unauthorized use of, or access to, the LINQ Product or any User account or password thereof or (ii) any notice or charge of noncompliance with any applicable law, rule or regulation asserted or filed against You in connection with Your Data. For the avoidance of doubt, User accounts and passwords are specific to individual Users, and under no circumstances may User accounts or passwords be shared among or by different Users; provided, however, that Your administrator(s) may reassign a User account during the Subscription Term, if a former User no longer requires a User account.
5. **Restrictions.**
   You shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the LINQ Product or any modified version or derivative work of the LINQ Product created by or for You, (b) provide the LINQ Product, or any modified version or derivative work of the LINQ Product created by or for You, on a timesharing, service bureau or other similar basis, (c) remove or alter any copyright, trademark or proprietary notice in the LINQ Product, (d) copy any features, functions or graphics of the LINQ Product for any purpose other than what is expressly authorized in this Agreement, (e) modify, remove or disable any portion of the Linq Product, (f) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or Malicious Code, (g) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the LINQ Product or Your Data contained therein, (h) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, the LINQ Product, (i) use any Intellectual Property Rights protected by applicable laws and contained in or accessible through the LINQ Product for the purpose of building a competitive product or service or copying its features or user interface, or (j) use the LINQ Product, or permit it

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

to be used, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without LINQ's prior written consent; provided that, community forum discussion of the LINQ Product is permitted. The foregoing shall also not prevent the District from making an initial assessment of the services upon delivery, or ongoing written evaluation of the product. Publication shall not include the release of documents or information about the services in response to a request form the Public Records Act.

6. **Third Parties.**
   You may use third party contractors to assist with the installation, use and modification of the LINQ Product for Your own internal business use, including creation of Modifications on Your behalf. You agree not to disclose any Confidential Information of LINQ to any contractor except to allow them to perform their services, or allow any subcontractor to create Modifications unless and until the contractor has agreed in writing to (a) protect the confidentiality of such Confidential Information in the manner required by Section 6 and then only to the extent necessary for the contractor to perform those services subcontracted to it, and (b) assign all such contractor's rights, title and interests (including all Intellectual Property Rights) in such Modifications to You to ensure You can comply with Section 3.1.1. You will be solely responsible for all payments to its contractors and will remain responsible for compliance by its contractors with the terms and conditions of this Agreement.

2. Third Party Software; Third Party Modules

1. **Third Party Software.**
   The LINQ Product utilizes or includes certain Third Party Software. Your use of the LINQ Product, including all Third Party Software accessible via APIs, is governed by the applicable Third Party Software terms and conditions. If a Third Party Software provider requires LINQ to remove such software from the LINQ Product due to violation of applicable law or third party rights, You agree to cooperate with LINQ to ensure its removal from the LINQ Product and Your systems. LINQ agrees to hold Third Party Software required by the LINQ Product to terms no less restrictive than those in this Agreement and the NDPA.
2. **Third Party Modules**.
   You may use Third Party Modules to add functionality to the LINQ Product, provided that such use is limited to internal use by You in a manner that does not violate any provisions of Section 1.6. Any use by You of Third Party Modules and any exchange of Your Data between You and the Third Party Module provider are solely between You and the Third Party Module provider. LINQ does not warrant or support Third Party Modules.
3. **Third Party Privacy Policies.**
   Subject to Section 2.1 above, You understand and agree that any of Your Data exchanged with Third Party Software or Third Party Module is governed by that provider's respective privacy policy.
4. **Third Party APIs.**
   Features that interoperate with third party services (such as Google) depend on the continuing availability of the API and program for use with the LINQ Product. If a third

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

party ceases to make the API or program available on reasonable terms to LINQ, LINQ may cease providing such third party features without entitling You to any refund, credit, or other compensation.

3. Proprietary Rights and Data Protection

1. **Ownership.**
    I. **Ownership of LINQ Product and Modifications.** LINQ owns all right, title and interest, including all Intellectual Property Rights, in and to the LINQ Product, any and all Modifications (collectively, the "**LINQ Property**"). You hereby assign and agree to assign to LINQ all right, title and interest worldwide in the Intellectual Property Rights embodied in any and all Modifications. To the extent any of the rights, title and interest are not assignable by You to LINQ, You grant and agree to grant to LINQ an exclusive, royalty- free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) under Your Intellectual Property Rights to use, disclose, reproduce, license, sell, offer for sale, distribute, import and otherwise exploit the Modifications in its discretion, without restriction or obligation of any kind or nature. Except as expressly stated otherwise in this Agreement, LINQ retains all of its right, title and ownership interest in and to the LINQ Property, and no other Intellectual Property Rights or license rights are granted by LINQ to You under this Agreement, either expressly or by implication, estoppel or otherwise, including, but not limited to, any rights under any of LINQ'S or its Affiliates patents.
    II. **Trademarks.** LINQ's name, logo, trade names and trademarks are owned by LINQ, and no right is granted to You to use any of the foregoing except as expressly permitted herein or by written consent of LINQ.
    III. **Freedom to Operate and Innovate.** Nothing in this Section 3 shall inhibit, hamper, encumber or otherwise impede LINQ'S freedom to create Modifications or improve, extend and/or modify any and all LINQ Products; however, LINQ agrees not to materially degrade the LINQ Product.
    IV. **Suggestions.** You or your Users may, from time to time, provide suggestions, enhancement or feature requests or other feedback to LINQ with respect to the LINQ Property or other LINQ products, services or related documentation (whether or not such is disclosed or delivered by LINQ to You under this Agreement) (collectively, "**Feedback**"). You agree that all Feedback is and shall be given by You is entirely voluntarily. LINQ shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Feedback in its discretion, without restriction or obligation of any kind or nature. Feedback, even if designated as confidential by You, shall not create any obligation of confidentiality for LINQ, unless LINQ expressly agrees so in writing.
2. **Your Data/Your Information**
    I. **Ownership of Your Data.** You own and retain all Intellectual Property Rights in and to Your Data.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

II. **Data Processing.** You grant LINQ the right to use, access and process Your Data solely to the extent necessary for LINQ to provide the LINQ Product and services to You, including, without limitation to address service or technical problems, or at Your request, in connection with providing Support Services to You. LINQ agrees not to use, access, disclose or process any of Your Data, except (a) to perform the obligations under this Agreement, (b) comply with applicable laws, and (c) in accordance with the Terms of Use in Exhibit A, attached hereto.

III. **Non-Modification and Non-Disclosure.** LINQ shall not (a) modify Your Data, or (b) disclose Your Data except as compelled by law in accordance with Section 6.1, as expressly set forth in this Agreement or as otherwise permitted in writing by You.

IV. **Business Information.** You agree to allow LINQ and its Affiliates to store and use Your business contact information of Your main district contacts, including names, business phone numbers, and business e-mail addresses, anywhere it does business. Such information will be processed and used in connection with LINQ'S business relationship, and may be provided to contractors acting on LINQ'S behalf, LINQ'S business partners who promote, market and support certain LINQ products and services, and assignees of LINQ and its subsidiaries for uses consistent with LINQ'S business relationship.

3. **Data Protection.**

I. **Relationship of the Parties.** To the extent that Your Data contains personal data about any living individual ("**Data**"), LINQ will process that Data only as a Data Processor acting on behalf of You (as the Data Controller) and in accordance with the requirements of this Agreement, including the NDPA. In the event of a conflict of terms related to student data privacy, the NDPA shall control.

II. **Compliance with Privacy Laws.** Both parties will at all times comply in full with the requirements of any applicable privacy and data protection laws.

III. **Purpose Limitation.** LINQ will process the Data in accordance with Your instructions under Applicable Privacy Law(s) and will not: (a) assume any responsibility for determining the purposes for which and the manner in which the Data is processed, or (b) process the Data for its own purposes.

IV. **Usage Data.** In the course of providing, You with the services described in the Agreement, LINQ may also collect, use, process and store diagnostic and usage related content from the computer, mobile phone or other devices Your Users use to access the LINQ Product or Service. This may include, but is not limited to, IP addresses and other information like internet service, location, the type of browser and modules that are used and/or accessed (the "**Usage Data**"). Usage Data does not, however, include Your Data.

V. **Aggregated Data Use.** Notwithstanding Sections 3.3.1 or 3.3.3, You agree that LINQ may process the Data and Usage Data to create and compile anonymized, aggregated datasets and/or statistics about the LINQ products or services in order to: (a) maintain and improve the performance and integrity of LINQ products or services, (b) understand which LINQ products or services

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

are most commonly deployed and preferred by customers and how customers interact with LINQ products or services, (c) identify the types of LINQ products and services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable You or any living individual to be identified.

VI. **Security.** LINQ will have in place and will maintain throughout the Term, appropriate technical and organizational measures against accidental or unauthorized destruction, loss, alteration or disclosure of the Data, and adequate security programs and procedures to ensure that unauthorized persons will not have access to any equipment used to process the Data.

VII. **Subprocessing.** You authorize LINQ to subcontract processing of Data under this Agreement to a third party provided that: (a) LINQ flows down its obligations under this Section 3.3 and the NDPA, to protect the Data in full, to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Section 3.3, and (b) LINQ will remain fully liable to You for the acts, errors and omissions of any subcontractor it appoints to process the Data. In the event of a conflict of terms related to student data privacy, the NDPA shall control.

VIII. **Adequacy.** LINQ will at all times provide an adequate level of protection for Data that it processes on behalf of You.

IX. **HIPAA and PHI in Relation to LINQ Products.** You understand and acknowledges that neither the Service nor the LINQ Products or systems are configured to receive and store personal health information ("**PHI**"), as that term is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and that LINQ is neither a "Covered Entity" nor a "Business Associate," as those terms are defined in HIPAA. As such, You agree, on behalf of Yourself and Your Users, not to use the LINQ Products or provide access to or submit any PHI to LINQ when requesting technical and or Support Services, in either case, to, directly or indirectly, submit, store or include any PHI as part of the Your Data. You agree that LINQ may terminate this Agreement immediately, if You are found to be in violation of this Section.

X. **Family Educational Rights and Privacy Act (FERPA)**. LINQ shall comply in all respects with the Family Educational Rights and Privacy Act (FERPA) and all other state and federal laws applicable to the security and confidentiality of pupil records. LINQ will designate and train responsible individuals on ensuring the security and confidentiality of pupil records and LINQ will establish and validate that security protocols that are in use at their facilities or leased facilities meet or exceed the stated and expected security surrounding FERPA which include firewalls, intrusion detection, web based security and authentication protocols. In addition, LINQ will provide such information reasonably requested by You in order for You to verify LINQ's compliance with FERPA and such other state and federal laws applicable to the security and confidentiality of pupil records.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

XI. **Security Breach.** In the event of a security breach, LINQ will notify You and those affected by such breach regarding the extent of the breach, time of the breach, and steps taken to ensure their security and privacy. LINQ will use commercially reasonable efforts to notify those affected within 48 hours. LINQ will notify You via telephone & email; parents will be notified via email. When possible, LINQ will coordinate with You to write messages to Your users affected by such breach.

XII. **Privacy Policy.** You acknowledge that LINQ's privacy policy (which may be viewed at linq.com/privacy-policy/) shall apply to any Personal Data received or collected by LINQ from the Users. In the event of a conflict of terms related to student data privacy, the NDPA shall control.

4. Payment

1. **Fees and Payment.** You agree to pay all fees specified in the relevant Order Form. Except as otherwise provided, fees set forth in each Order Form hereunder will be: (a) quoted and payable in United States dollars, and (b) non-cancelable and non-refundable. Fees are due thirty (30) days from the invoice date, unless otherwise noted in an Order Form. You agree to provide LINQ with complete and accurate billing and contact information and to notify LINQ of any changes to such information. When issuing Order Forms, LINQ is entitled to increase the fees specified in the Order Form to the then-current Subscription fees for the LINQ Products, as set forth in the listed Ed Tech JPA Master Agreement in effect as of such date.
2. **Additional Licenses.** Additional User licenses may be added during any given month at the then-current Subscription fee. You understand and agree that You will be charged a pro-rata fee for the initial month in which licenses are added and for each of the monthly periods remaining in the then-current Subscription Term. The Subscription Term for the additional licenses will terminate on the same date as the pre-existing Subscriptions. You will be responsible for submitting a new Order Form to LINQ to request the additional licenses during the Subscription Term. You also understand and agree that the number of Subscription licenses purchased under a specific Order Form cannot be decreased during the relevant Subscription Term set forth on such Order Form.
3. **Renewal.** All additional fees required for renewal of a Subscription Term will be reflected in a quotation/Order Form issued by LINQ in advance of the expiration of the current Subscription Term (each a "**Renewal Quote**"), and any pricing or changes in the number of Licenses for such renewal Subscription Term will be reflected in the Renewal Quote/ Order Form. Fees for any subsequent renewals shall be set at the then-current LINQ pricing reflected in the Master Agreement, unless otherwise stated on the Order Form, Renewal Quote or otherwise agreed to in writing by the Parties.
4. Reserved.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

5. **Overdue Charges.** Overdue amounts are subject to interest at a rate of one percent (1.0%) per month, or the maximum rate permitted by law, whichever is lower. If any charge owing by You to LINQ is thirty (30) days or more overdue, LINQ may, without limiting its other rights and remedies, suspend services until such undisputed amounts are paid in full.
6. **Taxes.** Unless otherwise provided, fees specified in quotes or Order Forms, do not include any Taxes, and You are responsible for payment and reimbursement of all Taxes associated with Your purchases hereunder except for employment taxes for LINQ employees and taxes based upon LINQ's net income.

5. Term and Termination

1. **Term.** This Agreement shall commence as of the effective date of this Agreement, and unless earlier terminated as provided herein, shall continue for the term of the Purchase Agreement (the "**Initial Term**"). The Agreement may be renewed through the parties' mutual written agreement. The Initial Term and any and all renewal terms shall collectively be referred to as the "**Subscription Term**."
2. **Termination by You or LINQ.** Either party may terminate this Agreement and any then-current Order Forms prior to the end of a Subscription Term if the other party: (i) materially breaches its obligations hereunder and, where such breach is curable, such breach remains uncured for thirty (30) days following written notice of the breach or (ii) becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
3. **Effect of Termination.** No refund of payments will be made, unless termination of this Agreement and any then current Order Forms is a result of an uncured material breach by LINQ under Section 5.2 or as otherwise stated in the Agreements, in which case You will be entitled to a refund of the pro rata portion of fees associated with the remainder of the Subscription Term. You understand and agree that upon expiration of the Subscription Term or termination of this Agreement, whichever occurs first, the rights granted under this Agreement and, in connection with any then-current Order Forms, will be immediately revoked and LINQ may immediately deactivate Your account. At LINQ's request, You agree to return any hardware provided to You, but not purchased by You, as part of the LINQ Product. You acknowledge and agree that LINQ may keep copies of Your Data solely to the extent necessary for the performance of its obligations under this Agreement. In no event shall any termination relieve You of the obligation to pay any fees payable to LINQ for the period prior to the effective date of termination, unless otherwise stated in this Agreement.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

4. **Surviving Provisions.** Sections 1.5, 3.1, 3.3.4, 3.3.5, 5.3, 4, 5.4, 6, 7.3, 8, 9, and 10 shall survive termination or expiration of this Agreement.

6. Confidentiality

1. **Confidentiality.** The Parties acknowledge that in the course of performing their obligations under this Agreement, each may receive Confidential Information. Each party covenants and agrees that neither it nor its agents, employees, officers, directors or representatives will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to provide the services under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit the Receiving Party's use of information: (i) previously known to it without obligation of confidence, (ii) independently developed by or for it without use of or access to the Disclosing Party's Confidential Information, (iii) acquired by it from a third party that is not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. The Receiving Party acknowledges the irreparable harm that improper disclosure of Confidential Information may cause; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. The terms of this Agreement, Original Code and the structure, sequence and organization of the LINQ Product are Confidential Information of LINQ or its licensors. LINQ acknowledges that You are subject to the California Public Records Act and that Confidential Information may be subject to disclosure as a result of a public records request. In the event of a public records request You shall notify LINQ to allow LINQ to redact any proprietary information not subject to the California Public Records Act. LINQ further acknowledges that your expenditures and contracting documents may be considered public information and may be shared in the regular course of business.
2. **Destruction.** Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information; provided, however, that the Receiving Party shall be entitled to retain archival copies of the Confidential Information of the Disclosing Party solely for legal, regulatory or compliance purposes unless otherwise prohibited by law.

7. Warranties, Exclusive Remedies and Disclaimers

1. **LINQ Warranties.** LINQ warrants that (a) it has the legal power to, and hereby does, enter into this Agreement, (b) the LINQ Product shall perform materially in accordance with LINQ's proposal and the online user guide for the applicable LINQ Product or the user manual accompanying the LINQ Product, and (c) LINQ will use commercially

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

reasonable measures to detect whether the LINQ Product contains any Malicious Code. If the LINQ Product does not conform to the warranty specified in Section 7.1(b) above, You must notify LINQ within thirty (30) days of the breach of warranty, and LINQ agrees to use commercially reasonable efforts to cure the non-conforming portions of the LINQ Product before You pursue any other remedies. LINQ is not responsible for any non-compliance with this warranty resulting from or caused by any (i) Malicious Code present in the Your Data made available to LINQ by You, or (ii) Modifications made by anyone other than LINQ, including by way of example, Modifications made by You or any Authorized Partners. Your sole and exclusive remedy for a breach of any of warranties contained in this Section 7.1 shall be to terminate the Agreement pursuant to Section 5.2 and, notwithstanding anything to the contrary in Section 4.1, have LINQ refund to You the pro rata unused portion of any pre-paid Subscription fees.

2. **Your Warranties.** You warrant that (a) You have the legal power to, and hereby do, enter into this Agreement, (b) You have all rights in and to Your Data necessary to permit LINQ to exercise its rights to access and use Your Data as permitted by this Agreement, and (c) Your Data or the media on which the Your Data resides does not contain any Malicious Code.
3. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN SECTION 7.1 AND AS PERMITTED BY APPLICABLE LAW, THE LINQ PRODUCT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. LINQ REPRESENTS THAT ITS PRODUCTS AND SERVICES, WHEN USED WITHIN ITS SPECIFIED OPERATING ENVIRONMENT, WILL CONFORM TO ITS SPECIFICATIONS FOR A PERIOD OF AT LEAST ONE YEAR. EXCEPT FOR THIS WARRANT, ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSEOR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LINQ's PRODUCT OR SERVICE MAY BE SUBJECT TO LIMITATIONS OR ISSUES INHERENT IN THE USE OF THE INTERNET AND LINQ IS NOT RESPONSIBLE FOR ANY PROBLEMS OR OTHER DAMAGE RESULTING FROM SUCH LIMITATIONS OR ISSUES.

8. Limitation of Liability

1. **Limitation on All Damages.** EXCEPT FOR A BREACH OF SECTIONS 1.4, 1.5, 1.6. 2, or 6.1, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARRISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORTS, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE, THE TOTAL AMOUNT PAYABLE TO LINQ UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR GIVING RISE TO THE LIABILITY. EXCEPT AS OTHERWISE AGREED BETWEEN THE PARTIES IN WRITING, THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 OR ITS DUTIES OF INDEMNIFICATION.
2. **Disclaimer of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR REVENUE OR FOR ANY INDIRECT,

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

SPECIAL, COVER, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING UNDER THIS AGREEMENT AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

3. **Scope of Limitations on Liability.** THE LIMITATIONS SET FORTH IN THIS SECTION 8 SHALL APPLY NOT WITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT (CONTRACT, TORT, INCLUDING NEGLIGENCE OR OTHERWISE).

9. General

1. **Publicity.** LINQ may include Your name, logos and trademarks in LINQ's customer presentations, website, brochures and other marketing materials and display areas at LINQ's events to represent that You are a LINQ customer only with your express written permission.
2. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section 9.2 shall be void.
3. **Relationship of the Parties.** LINQ and You are independent contractors, and nothing in this Agreement or any attachment hereto will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.
4. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement except as incorporated in the Agreements.
5. **Choice of Law and Jurisdiction.** Intentionally deleted.
6. **Attorney's Fees.** In any action related to this Agreement, each party shall pay their own attorneys' fees and reasonable costs.
7. **Manner of Giving Notice.** Notices regarding this Agreement shall be in writing and addressed to You at the address You provide, or, in the case of LINQ, when addressed to EMS LINQ Inc., Attn. General Counsel, 2528 Independence Blvd, Wilmington, NC 28412 USA. Notices regarding the LINQ Product in general may be given by electronic mail to Your e-mail address on record with LINQ.
8. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks. In the event that LINQ cannot provide services three (3) months after the commencement

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

of the force majeure event You may terminate the Agreement upon written notice to LINQ for a pro-rated refund of any pre-paid fees.

9. **Entire Agreement.** Ed Tech JPA RFP No. 23/24-01, LINQ's Proposal, the Master Agreement, the NDPA, the Purchase Agreement, and this Agreement and any Order Forms or exhibits attached hereto or referenced herein (the **"Agreements"**) represent the entire agreement of the parties and supersede all prior discussions, emails, and/or agreements between the parties and is intended to be the final expression of their Agreement. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on Your purchase order, the order of precedence listed in the Purchase Agreement shall apply, unless expressly stated otherwise. Notwithstanding any language to the contrary therein, and except as set forth in Section 4.1, no terms stated in a purchase order or in any other order document (other than an Order Form expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. The Agreement and all exhibits hereto, including any related Order Forms may not be modified or altered except by written instrument, and no amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed (either manually or electronically) by an authorized representative of You and LINQ. All rights not expressly granted to You are reserved by LINQ and its licensors.
10. **Equitable Relief.** Except as otherwise provided, remedies specified herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
11. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

10. Definitions

1. "**API**" means application programming interfaces provided by LINQ as part of the LINQ Product, which set forth rules and specifications that Third Party Modules may utilize to access Your Data in accordance with this Agreement.
2. "**Authorized Partner**" means a LINQ Product partner that is in good standing with LINQ under a fully executed LINQ agreement and is associated with an Order Form under this Agreement.
3. "**Your Data**" means any data, information or material submitted by You, or stored by You in the LINQ Product.
4. "**Your Software**" means online, Web-based applications and offline software products that are developed by or for You, the use of which software is governed by the applicable terms and conditions specified by such software.
5. "**Confidential Information**" means information that one party (the "Disclosing Party") provides to the other party ("Receiving Party") during the term of this Agreement that is identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

6. "**Intellectual Property Rights**" means any patents and applications thereto, copyrights, trademarks, service marks, trade names, domain name rights, trade secret rights, and all other intellectual property and proprietary rights.
7. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
8. "**Modifications**" means any work based on or incorporating all or any portion of the LINQ Product, including, without limitation, modifications, enhancements and customizations to the LINQ Product developed by LINQ, You, a third party on either such party's behalf or any combination of such Parties.
9. **"NDPA"** means the Standard Student Data Privacy Agreement available at https://privacy.a4l.org/national-dpa/.
10. "**Order Form**" means a document for purchases of Subscriptions hereunder, including purchase orders, signed quotations, order notifications and order confirmation documents (either in writing or via the Web), that are agreed to by LINQ, or entered into between LINQ and You from time to time. Order Forms are deemed incorporated herein by reference.
11. "**Original Code**" means LINQ Product source code.
12. "**Personal Data**" means any information relating to an identified or identifiable natural person ("data subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social iden6ty.
13. "**Software Releases**" has the meaning ascribed to it in Exhibit A of this Agreement.
14. "**Subscription**" means Your right to use the LINQ Product for the Subscription Term, per the terms of the Agreement and the related Order Form(s).
15. "**Subscription Term**" has the meaning set forth in Section 5(1).
16. "**LINQ Product**" means any software or hardware that LINQ supplies, licenses or sells to You from time to time during the Term, as set forth in the Order Form, including any software that is downloadable from a third party app store and Modifications.
17. "**Support Services**" shall have the meaning defined in Section 1.2.
18. "**Taxes**" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature.
19. "**Third Party Modules**" means software developed by a third party that You may use to add functionality to the LINQ Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
20. "**Third Party Software**" means online, Web-based applications and offline software products that are developed by third Parties, and may interoperate with the LINQ Product, the use of which software is governed by the applicable terms and conditions specified by such third party.
21. "**User**" means an individual user that You authorize to use the LINQ Product and on whose behalf You pay the licensee fees; provided, that the number of Users shall not exceed the number of licenses that You purchase.
22. "**You or you**" means the hospital, college, university, school district, corporation, or other entity or individual who has been invoiced.

Exhibit A

Docusign Envelope ID: D08D20A9-9FB7-4143-BCE5-4B9401DF0E52

1. **Service**. Subject to the Terms of Use and the terms of the Agreement, You shall have the right to access, use and modify the LINQ Product during the Subscription Term solely for Your own internal business purposes. The LINQ Product may be accessed through a web browser and/or mobile web client.
2. **Software Releases**. During the Subscription Term, if You have paid the applicable fees and are in compliance with the terms and conditions of the Agreement, LINQ may provide automatic updates to the LINQ Product with Software Releases. "**Software Releases**" may be comprised of Maintenance Releases and/or Feature Releases (as defined below).
    I. "**Maintenance Releases**" means an update to the LINQ Product which includes fixes to known defects and does not intentionally introduce any new or modified application behavior.
    II. "**Feature Releases**" means a software update which includes both fixes to known defects and introduces new or modified application behavior or changes the available features or functionality of the LINQ Product.
3. **Third Party Analytics Tools.** You acknowledge that LINQ may use third party web analytics tools (such as Google Analytics) that serve cookies or similar tracking technologies through the LINQ products and services, on end user devices, to collect Usage Data for the purposes described in Section 3.3.5. LINQ will take such measures as are necessary to inform Your end users about LINQ's use of such web analytics tools in connection with the LINQ Products and related services. You hereby provide Your consent to LINQ to use cookies or tracking technologies served by those web analytics tools, in a manner that is consistent with industry practice. LINQ agrees to hold third party web analytics tools required by the LINQ Product to terms no less restrictive than those in this Agreement and the NDPA.
4. **Development.** You agree that You will not knowingly, directly or indirectly, conduct any activity that will degrade performance beyond an acceptable level, including but not limited to: (a) conducting automated functionality tests or load tests on the LINQ Product, (b) crea6ng Internet links to the LINQ Product, and/or (c) deploying custom modifications that adversely impact the LINQ infrastructure due to incompatible code, inefficient code or architecture practices. If You do any of the foregoing, LINQ shall have the right to suspend Your account and access to the Service without any refund or credit until You correct such violation to LINQ's reasonable satisfaction.
5. **Handling of Your Data Post Termination.** Upon written request by You made within ninety (90) days of the effective date of expiration or termination of the Agreement (the "**Post-Term Period**"), LINQ agrees to make available to You, a copy of Your production environment. Further, during the Post-Term Period and upon Your request, LINQ shall grant the You limited access to the Service for the sole purpose of permitting You to retrieve Your Data, provided that You have paid in full all good faith undisputed amounts owed to LINQ. Upon expiration of the Post-Term Period, LINQ will have no further obligation to maintain for or provide to You any of Your Data and may thereafter, unless legally prohibited, delete all of Your Data in its systems or otherwise in its possession or under its control.

Attachment #3

Renewal Quote Q-148907-2

EMS LINQ, LLC
Empowering the Business of K-12

2801 Via Fortuna, Suite 400
Austin, TX 78746

Phone: (888) 464-5467
Fax: (737) 358-9282
Email: rpucher@linq.com

Quote #: Q-148907-2
Start Date: 7/1/2025
End Date: 6/30/2026

Customer Contact
Devinder Kumar
(510)879-8000
devinder.kumar@ousd.org

Bill To
Oakland Unified School District
2850 West Street
Oakland, California 94608

Superintendent:

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Rob Pucher	rpucher@linq.com	12 months	Net 30

Terms & Conditions

QTY	PRODUCT	NET PRICE	EXTENDED
1.00	Central Kitchen (TCEN100)	$828.00	$828.00
1.00	Digital Menu Board (TMB101-75)	$184.50	$184.50
124.00	Nutrition Front of House - Annual Subscription	$895.00	$110,980.00
139.00	Point of Service Included in Bundle	Included	$0.00
124.00	Student Management, Eligibility & Reporting	Included	$0.00
86.00	Nutrition Back of House Plus - Annual Subscription	$575.00	$49,450.00
1.00	Menu Planning	Included	$0.00
86.00	Production Records	Included	$0.00
91.00	Inventory	Included	$0.00
1.00	Purchasing	Included	$0.00
		Subtotal:	$161,442.50

Tax:	$0.00
Shipping:	
Grand Total:	$161,442.50

EMS LINQ, LLC all rights reserved
Q-148907

- The Order Form term will renew for subsequent 12 month terms (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least 90 days before the end of the current term.
- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at https://www.linq.com/legal-msa
- The parties below acknowledge that they have read the agreement, understand it and agree to be bound by its terms.

Customer: Oakland Unified School District

Signature

Name:

Business Title:

Authority Level:

Date:

EMS LINQ, LLC all rights reserved
Q-148907

Attachment #4

Data Privacy Agreement with Exhibit E

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

STANDARD STUDENT DATA PRIVACY AGREEMENT

CA-NDPA Standard
Version 1.5
(01.28.25)

OAKLAND UNIFIED SCHOOL DISTRICT

and

EMS LINQ, LLC.

7/24/25

DS

REVIEWED FOR FORM

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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 1011 Union Street, Oakland, CA 94607
(the **"Local Education Agency"** or **"LEA")** and
EMS LINQ, LLC, located at2801 Via Fortuna, Terrace VII, Suite 400, Austin, TX 78746
(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 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 Checke, 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 or until 90 days after the termination of the then current Ed Tech JPA Purchase Agreement, whichever is longer. Exhibit E will expire 3 years from the date the original DPA was signed or when the Provider chooses to withdraw by written notice.

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.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

The designated representative for the LEA for this DPA is:

Name: Susan Beltz Title: Chief Technology Officer

Address: 1011 Union Street, Oakland, CA. 94607

Phone: 510-879-8873 Email: susan.beltz@ousd.org

The designated representative for the Provider for this DPA is:

Name: Randy Braatz Title: CISO

Address: 2801 Via Fortuna, Suite 400, Austin, Texas 78746

Phone: (888) 464-5467 Email: rbraatz@linq.com

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

LEA: Oakland Unified School District

By: Susan Beltz Date: 1/9/2026

Printed Name: Susan Beltz Title/Position: Chief Technology Officer

PROVIDER: EMS LINQ, LLC

Signed by:
Sharon Love
By: 58B2601AD103403... Date: 7/24/25

Printed Name: Sharon Love Title/Position: CEO

Approved as to Form by OUSD Legal

Shalini Anadkat 1/9/2025

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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, unless solely for the purpose of determining whether Provider's deidentification/anonymization process satisfies legal requirements. 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 or if solely for the purpose of determining whether Provider's deidentification/ anonymization process satisfies legal requirements. 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 90 days after providing the termination or as required by applicable law. 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 Exhibit "D," no further written request 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.** If an annual service organization control report or similar independent third-party audit report demonstrating compliance with applicable security and control standards is not available, then 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 there of as it pertains to the deliver of services to the LEA. Any such audit shall be conducted in a manner that minimizes disruption to Provider's operations. Any such audit shall be conducted in a manner that minimizes disruption to Provider's operations.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

If an annual service organization control report or similar independent third-party audit report is available, the Provider will provide it to the LEA upon request and execution of a non-disclosure agreement by LEA. LEA agrees that any such reports shall remain confidential and shall not be incorporated into public records (except as legally required bu the CPRA) or disclosed for any purpose unless directly ordered to do so by a court or administrative agency. 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. The LEA will be responsible for third-party costs associated with the audits described herein, except when audit is necessitated by unauthorized access.

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 "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 of 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 seven (7) days 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, and such disclosure would not jeopardize any ongoing investigation: \:

      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 are 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.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

(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.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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.

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

EXHIBIT"A"
DESCRIPTION OF SERVICES

As described in applicable LINQ's issued Quote/Order Form, which is incorporated into this Agreement and as further described in Exhibit A.

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:

The only services and products included in this DPA are those listed in the applicable Provider Quote and the Exhibit B below.

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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						
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.	x						
Other application technology metadata	x						
If 'Other' checked, please specify below checked box: Pendo, Fullstory, DataDog							
Application Use Statistics							
Meta data on user interaction with application	x						
Assessment							
Standardized test scores							
Observation data							
Voice recordings							
Other assessment data							
If 'Other' checked, please specify below checked box:							
Attendance							
Student school (daily) attendance data	x						

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Category of Data / Data Elements	**ALLDPA-COVERED APPS**						
Other enrollment information	X						
If 'Other' checked, please specify below checked box:							
Parent/Guardian Contact Information							
Address	X						
Email	X						
Phone	X						
Parent/Guardian ID							
Parent ID number (created to link parents to students)	X						
Parent/Guardian Name							
First and/or last	X						
Schedule							
Student scheduled courses							
Teacher names	X						
Special Indicator							
English language learner information							
Low-income status	X						
Medical alerts/health data	X						
Student disability information							
Specialized education Services (IEP or 504)							
Living situations (homeless/foster care)	X						

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

I Other indicator information

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Category of Data / Data Elements	**ALLDPA-COVERED APPS**						
If 'Other' checked, please specify below checked box:							
Student Contact Information							
Address	X						
Email	X						
Phone	X						
Student Identifiers							
Local (school district) ID number	X						
State ID number	X						
Provider/app assigned student ID number	X						
Student app username							
Student app passwords							
Student Name							
First and/or last	X						
Student In App Performance							
Program/application performance (e.g. 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							

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Category of Data / Data Elements	**ALL DPA-COVERED APPS**						
If 'Other' checked, please specify below checked box:							
Other							
Other data collected	X						
(Everything we store pertains to eligibility, demographics already system allows users to attach fi records, and these attachments contain anything. LSN does no these attachments; the attach however the school district wa them.)	nutrition, listed. The es to student could processing on ents are for s to use						
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.							

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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."

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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 _____

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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 UNFIED SCHOOL DISTRICT ("Originating LEA") which is dated 7/24/25, 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 date 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 the Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: proposals@linq.com

PROVIDER: EMS LINQ, LLC

BY: Signed by: Sharon Love 58B2601AD103403... Date: 7/24/25

Printed Name: Sharon Love Title/Position: CEO

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 EMS LINQ, LLC 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: _____

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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)

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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"**) by and between:
OAKLAND UNIFIED SCHOOL DISTRICT, located at 1011 Union Street, Oakland, CA 94607
(the **"Local Education Agency"** or **"LEA")** and
EMS LINQ, LLC, located at2801 Via Fortuna, Terrace VII, Suite 400, Austin, TX 78746
(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 CFR Part 99); the Children's Online Privacy Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy 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 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 as follows:

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 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 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**

5. **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: 1/9/2026

Printed Name Susan Beltz Title/Position Chief Technology Officer

LEA: EMS LINQ, LLC

Signed by:
Sharon Love
58B2601AD103403...

BY: _____ DATE: 7/24/25

Printed Name: Sharon Love Title/Position: CEO

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

© 2024 California IT in Education (CITE)

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

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.*	☐	☐
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.*	☐	☐
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.*	☐	☐
Other Types of AI Used	*Specify other types of AI here:*	☐	☐
Purpose of AI Use	**Description**	**Optional**	**Required**
Personalized learning	*Customized learning to match a students' strengths, weaknesses, and learning styles.*	☐	☐
Enhanced Teaching and Learning	*Assist teachers in delivering more effective instruction and help students grasp difficult concepts more easily.*	☐	☐
Automated Grading and Feedback	*Automate the grading for assignments, quizzes, and exams; provides immediate feedback to students.*	☐	☐
Identifying Learning Gaps	*Analyze student performance data to identify areas where students are struggling and provide targeted interventions to address learning gaps.*	☐	☐
Supporting Special Education	*Additional support and accommodations for students with special needs, including personalized learning plans and assistive technologies*	☐	☐
Promoting Engagement and Motivation	*Gamification elements and interactive learning experiences; increase student engagement and motivation*	☐	☐
Administrative Support	*Assist with administrative tasks such as scheduling, grading, and managing educational resources*	☐	☐
Parental Engagement	*Provide parents with insights into their student's academic progress, for communication and collaboration between parents, students, and teachers*	☐	☐
Other Purpose(s) for AI Use	*Specify other purpose(s) for AI here:*	☐	☐

© 2024 California IT in Education (CITE)

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

☒

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

Docusign Envelope ID: 292F90DB-2D00-4561-9C26-65857AB21A84

© 2024 California IT in Education (CITE)

Certificate Of Completion

Envelope Id: 292F90DB-2D00-4561-9C26-65857AB21A84
Status: Completed
Subject: Complete with Docusign: Oakland_Unified._LINQ._NDPA._Final.pdf
Archive Category:
Source Envelope:
Document Pages: 36
Signatures: 3
Envelope Originator:
Certificate Pages: 4
Initials: 0
Myzar Mendoza
AutoNav: Enabled
2801 Via Fortuna Suite 400
EnvelopeId Stamping: Enabled
Austin, TX 78746
Time Zone: (UTC-06:00) Central Time (US & Canada)
myzar.mendoza@linq.com
IP Address: 96.227.106.175

Record Tracking

Status: Original
12/19/2025 5:03:44 PM
Holder: Myzar Mendoza
myzar.mendoza@linq.com
Location: DocuSign

Status: Original
12/19/2025 5:23:53 PM
Holder: DocuSign Service Account
service-docusign@linq.com
Location: DocuSign

Signer Events	Signature	Timestamp
Sharon Love Sharon.love@linq.com CEO Security Level: Email, Account Authentication (None)	Signed by: Sharon Love 58B2601AD103403... Signature Adoption: Pre-selected Style Using IP Address: 136.62.60.149	Sent: 12/19/2025 5:08:37 PM Viewed: 12/19/2025 5:23:18 PM Signed: 12/19/2025 5:23:49 PM

Electronic Record and Signature Disclosure:
Accepted: 12/19/2025 5:23:18 PM
ID: 618e3d82-7a4d-42c8-8c56-62cea6fe06e9

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Aubrey Pope Apope@linq.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/19/2025 5:08:38 PM Viewed: 12/19/2025 5:10:00 PM
Carson Apps capps@linq.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/19/2025 5:08:38 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Myzar Mendoza myzar.mendoza@linq.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/19/2025 5:23:53 PM Viewed: 12/19/2025 5:23:53 PM Signed: 12/19/2025 5:23:53 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/19/2025 5:08:38 PM
Certified Delivered	Security Checked	12/19/2025 5:23:18 PM
Signing Complete	Security Checked	12/19/2025 5:23:49 PM
Completed	Security Checked	12/19/2025 5:23:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, "LINQ" (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact "LINQ":

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: it-admin@linq.com

To advise "LINQ" of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it-admin@linq.com and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from "LINQ"

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it-admin@linq.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with "LINQ"

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to it-admin@linq.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify "LINQ" as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by "LINQ" during the course of your relationship with "LINQ".

Attachment #5

Master Agreement between EdTech JPA and EMS LINQ, LLCs

ED TECH JPA MASTER AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

This Master Agreement ("MA"), is made as of 10/26/2023 ("Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and EMS LINQ, LLC ("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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management system (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 nutrition management systems 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 five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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: EMS LINQ, LLC

Attn: Mark Werner

Address: 2528 Independence Blvd., Ste 200, Wilmington, NC 28412

Email: proposals@linq.com

Phone: 910-799-0121

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
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.

<<Signature Page Follows>>

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

Education Technology Joint Powers Authority	**EMS LINQ, LLC**
By: Brianne Ford	By: Mark Fredericks
Its: President of the Board	Its: Controller
10/31/23	10/25/2023
Date	Date

Exhibit A

Ed Tech JPA Pricing

Pricing Form				
One Time Costs (Solution)				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Implementation *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)*	1-25 sites	**FOH** $2,400-$3,300 **BOH Basic** $2050-$2700 **BOH Add On** $1,650-$2,050 **BOH Plus** $3700-$4800 **Full Solution** $6,100 - $8,100	Yes	1-5 years
Training *Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*	See Section 1.15.7		Yes	N/A
Other *Please Describe:*	N/A	N/A	N/A	N/A
Annual Recurring Costs				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Tier 1 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	0-25 School sites to qualify for Tier 1	**FOH** $995/site **BOH Basic** $325/site **BOH Inv/Pur** $450/site **BOH All** $675/site **Full Solution** $1,495	No Annual Subscription	N/A
Tier 1 Maintenance & Support		Included in price of Annual Subscription	N/A	N/A
Tier 1 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*		Included in price of Annual Subscription	N/A	N/A

Tier 1 Other *Please Describe:*				
Tier 2 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	26 School sites to qualify for Tier 2	FOH - $895/site BOH Basic $225/site BOH Inv/Pur - $350/site BOH All - $575/site Full Solution - $1,395	No Annual Subscription	N/A
Tier 2 Maintenance & Support	Included with Annual Subscription		N/A	N/A
Tier 2 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
TIer 2 Other *Please Describe:*				
Optional Services/Solutions				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Optional Services/Solutions 1 *Check box if required to meet minimum requirements of this RFP*	**Please see our detailed quote on the following pages.**			
	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:			
Optional Services/Solutions 2 *Check box if required to meet minimum requirements of this RFP*				
	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		

	If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:	

Pricing Form - Online Payment Processing				
Online Payment Processing				
Payment Processing Fees/Rates *(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)*				
Item	**Criteria** *(Describe criteria for cost tier if applicable, e.g., Participants with > $10,000 in transactions daily)*	**Paid By** *(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)*	**Rate/Cost Per Transaction**	**Price Escalators** *(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)*
Flat Rate Per Transaction	$2.85	Fees can be customized by Participant to either Parent/Consumer or Participant/Organization.		
Percentage Per Transaction	3.95%	Fees can be customized by Participant to either Parent/Consumer or Participant/Organization.		
Other (Describe how Fees are Calculated)	3.95% of the total with minimum of $2.85 per transaction			

EMS LINQ
Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com

Quote #: Q-105401-1
Start Date: 11/1/2023
End Date: 10/31/2024
Expires On: 10/8/2023

Customer Contact
Michelle Bennett
(949)936-5000
michellebennett@iusd.org

Bill To
Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

Superintendent:

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions

1-25 Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Nutrition Front of House - Annual Subscription	LN-FOHAS-1.0	$1,125.00		$995.00
1.00	- Point of Service Included in Bundle	LN-B-POSIB-1.0	Included		
1.00	- Student Management, Eligibility & Reporting Included in Bundle	LN-B-SMER-1.0	Included		
1.00	Nutrition Back of House Basic - Menus Annual Subscription	LN-BOH1BAS-1.1	$325.00		$325.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records	LN-B-PR-1.0	Included		
1.00	Nutrition Back of House Basic - INV Annual Subscription	LN-BOH2BAOAS-1.2	$570.00		$450.00
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		
1.00	Nutrition Back of House Plus - All - Annual Subscription	LN-BOH3PAS-1.3	$895.00		$675.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		

EMS LINQ Inc, all rights reserved
Q-105401

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	- Inventory	LN-B-INV-1.0	Included		
1.00	- Purchasing	LN-B-PUR-1.0	Included		
24.00	Nutrition FOH Professional Services	LN-PS-FOH-1.0	$100.00		$2,400.00
20.50	Nutrition BOH Basic Professional Services	LN-PS-BOH1B-1.1	$100.00		$2,050.00
16.50	Nutrition BOH Add On Professional Services	LN-PS-BOH2BAO-1.2	$100.00		$1,650.00
37.00	Nutrition BOH Plus Professional Services	LN-PS-BOH3P-1.3	$100.00		$3,700.00
				1-25 Sites Subtotal:	$12,245.00
				1-25 Sites Grand Total:	$12,245.00

26+ Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Nutrition Front of House - Annual Subscription	LN-FOHAS-1.0	$1,125.00		$895.00
1.00	- Point of Service Included in Bundle	LN-B-POSIB-1.0	Included		
1.00	- Student Management, Eligibility & Reporting Included in Bundle	LN-B-SMER-1.0	Included		
1.00	Nutrition Back of House Basic - Annual Subscription	LN-BOH1BAS-1.1	$325.00		$225.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		
1.00	Nutrition Back of House Basic Add-On - Annual Subscription	LN-BOH2BAOAS-1.2	$570.00		$350.00
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		
1.00	Nutrition Back of House Plus - Annual Subscription	LN-BOH3PAS-1.3	$895.00		$575.00
1.00	- Menu Planning Included in Bundle	LN-B-MP-1.0	Included		
1.00	- Production Records Included in Bundle	LN-B-PR-1.0	Included		
1.00	- Inventory Included in Bundle	LN-B-INV-1.0	Included		
1.00	- Purchasing Included in Bundle	LN-B-PUR-1.0	Included		

EMS LINQ Inc, all rights reserved
Q-105401

EMS LINQ
Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com

Quote #: Q-105369-1
Start Date: 11/1/2023
End Date: 10/31/2024
Expires On: 10/8/2023

Customer Contact
Michelle Bennett
(949)936-5000
michellebennett@iusd.org

Bill To
Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

Superintendent:

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	NET PRICE	EXTENDED
1.00	Central Kitchen		$875.00	$875.00	$875.00
1.00	Nutrition - Accounts Payable		$875.00	$875.00	$875.00
1.00	Nutrition - Accounts Receivable		$875.00	$875.00	$875.00
1.00	Nutrition - General Ledger		$875.00	$875.00	$875.00
1.00	Temperature Probe		$220.00	$220.00	$220.00
1.00	Text/SMS Notification		$0.32	$0.32	$0.32
1.00	Vending		$875.00	$875.00	$875.00
1.00	Voice Notification		$11,913.28	$0.32	$0.32
4.00	Nutrition Accounts Payable Professional Services		$200.00	$200.00	$800.00
2.00	Nutrition Accounts Receivable Professional Services		$200.00	$200.00	$400.00
5.00	Nutrition Central Kitchen Professional Services		$200.00	$200.00	$1,000.00
2.00	Nutrition DMB Telementry Professional Services		$200.00	$200.00	$400.00
2.00	Nutrition General Ledger Professional Services		$200.00	$200.00	$400.00

EMS LINQ Inc, all rights reserved
Q-105369

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	NET PRICE	EXTENDED
1.00	Nutrition Professional Services		$200.00	$200.00	$200.00
1.00	Nutrition Professional Services- Onsite		$3,500.00	$3,500.00	$3,500.00
2.00	Nutrition Vending Professional Services		$200.00	$200.00	$400.00
				Subtotal:	$11,995.64

Tax:	$0.00
Shipping:	$0.00
Grand Total:	$11,995.64

EMS LINQ Inc, all rights reserved
Q-105369

EMS LINQ
Connecting the K-12 Community

2528 Independence Blvd Suite 200
Wilmington, NC 28412

Phone: 800.541.8999
Fax: 910.799.5427
Email: lheggem@linq.com

LINQ Nutrition Catering

Quote #: Q-105417-1

Start Date: 11/1/2023
End Date: 10/31/2024
Expires On: 10/8/2023

Customer Contact
Michelle Bennett
(949)936-5000
michellebennett@iusd.org

Bill To
Irvine Unified School District
5050 Barranca Pkwy
Irvine, California 92604

SALESPERSON	EMAIL	SERVICE PERIOD	PAYMENT METHOD
Lance Heggem	lheggem@linq.com	12 months	Net 30

Terms & Conditions

Catering 1-9 sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.9	$1,995.00		$1,995.00
				Catering 1-9 sites Total:	$1,995.00

Catering 10-19 Sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.19	$2,995.00		$2,995.00
				Catering 10-19 Sites Total:	$2,995.00

Catering 20-39 sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.0	$3,995.00		$3,995.00
				Catering 20-29 sites Total:	$3,995.00

Catering 40+ sites

QTY	PRODUCT	PRODUCT CODE	UNIT PRICE	DISC (%)	EXTENDED
1.00	Catering Online Ordering	ISITE-CaOOC-1.40	$4,495.00		$4,495.00
				40+ sites Total:	$4,495.00

EMS LINQ Inc, all rights reserved: Q-105417

Clarified Pricing Form				
Clarified One Time Costs (Solution)				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Implementation *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)*	26+ Sites	FOH - $3,300 BOH – Basic - $2,700 BOH Add-On - $2,050 BOH Plus - $4,800 Full Solution - $8,100	Y	N/A
Training *Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*				
Point-Of-Sale Terminals *Cost for POS Terminals, including any repeating costs (maintenance, etc)*		Pinpad Basic - $200 PInpad w/ scanner - $345 13"POS Terminal - $1,785 17" POS Terminal - $1,885	Yes	N/A
Other *Please Describe:*				
Clarified Annual Recurring Costs				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Tier 1 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	0-25 school sites	FOH $995/site BOH Basic $325/site BOH Inv/Pur $450/site BOH All $675/site Full Solution	Y	N/A

		$1,495		
Tier 1 Maintenance & Support	Included in the annual subscription	N/A	N/A	N/A
Tier 1 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*	Included in the annual subscription	N/A	N/A	N/A
Tier 1 Other *Please Describe:*				
Tier 2 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	26 + School Sites	FOH - $895/site BOH Basic $225/site BOH Inv/Pur - $350/site BOH All - $575/site Full Solution - $1,395	Y	N/A
Tier 2 Maintenance & Support	Included in annual subscription cost	N/A	N/A	N/A
Tier 2 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*	Included in annual subscription cost	N/A	N/A	N/A
Tier 2 Other *Please Describe:*				

Clarified Optional Services/Solutions				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Optional Services/Solutions 1 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		

	If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:			
Optional Services/Solutions 2 *Check box if required to meet minimum requirements of this RFP*				
	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:			

Clarified Pricing Form - Online Payment Processing				
Clarified Online Payment Processing				
Payment Processing Fees/Rates *(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)*				
Item	**Criteria** *(Describe criteria for cost tier if applicable, e.g., Participants with > $10,000 in transactions daily)*	**Paid By** *(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)*	**Rate/Cost Per Transaction**	**Price Escalators** *(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)*
Flat Rate Per Transaction	Not applicable	• Parent/consumer only • Participant/Organization Only • Can be customized by Participant to either Parent/Consumer or Participant/Organization	Not applicable	
Percentage Per Transaction	A minimum processing fee of $2.80 per transaction. After $2.80 a fee of 3.95% will be added to the transaction.	• Parent/consumer only • Participant/Organization Only • Can be customized by Participant to either Parent/Consumer or Participant/Organization	3.95% of the transaction amount with a minimum fee of $2.85 per transaction	
Other (Describe how Fees are Calculated)				

Attachment #6

Amendment to Master Agreement between EdTech JPA and EMS LINQ, LLCs

DocuSign Envelope ID: C41B0651-B3FF-4017-9679-A421D584F6BB

AMENDMENT TO ED TECH JPA MASTER AGREEMENT:
RFP NO. 23/24-01 Nutrition Management System

This Amendment to Ed Tech JPA Master Agreement: RFP No. 23/24-01 Nutrition Management System ("Amendment") by and between EMS Linq, LLC ("Linq", or "Provider") and Education Technology Joint Powers Authority ("Ed Tech JPA"), is entered into on 4/1/2024 (the "Effective Date"), with reference to the facts set forth below. Provider and Ed Tech JPA agree to amend the terms and conditions of the Ed Tech JPA Master Agreement: RFP No. 23/24-01 Nutrition Management System ("Agreement"), upon and subject to the terms and conditions of this Amendment, notwithstanding anything to the contrary in the Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

RECITALS

a. On October 26, 2023, Provider and Ed Tech JPA entered into an agreement pursuant to which Provider would provide its nutrition management system and related products and services to Ed Tech JPA members (the "Agreement"); and
b. Provider and Ed Tech JPA have mutually agreed to amend the Agreement as set forth in this Amendment.

AGREEMENT

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

1. Section 7.b. of the Master Agreement allows for Added Products that are either a direct replacement or are substantially equivalent for originally proposed products, or are enriched capabilities, new modules, technology advancements, and/or service categories within the solution that Provider did not have at the time the RFP Proposal was submitted.
2. The parties agree that the point-of-sale licenses and terminals and iSite product ("Updated Solutions") are new modules that was not available at the time the RFP was submitted. Pricing for such Updated Solutions shall be attached hereto as Exhibit A.
3. Section 15.A. of the Agreement is hereby amended to reflect the primary Vendor contract manager for this MA as:
   Carson Apps, Director of Sales Operations
   2528 Independence Blvd., Ste 200, Wilmington, NC 28412
   proposals@linq.com
   888-464-5467
   And the addition of Sales Contacts as:
   Ahrash Mehrtash
   amehrtash@linq.com
   (949) 306-3397
   AND
   Rob Pucher
   rpucher@linq.com
   (425) 466-9765

DocuSign Envelope ID: C41B0651-B3FF-4017-9679-A421D584F6BB

4. Except as otherwise expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment and the Agreement, this Amendment shall control.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

<Signature Page Follows>

IN WITNESS WHEREOF, Provider and Ed Tech JPA have executed this Amendment to Ed Tech JPA Master Agreement: RFP No. 23/24-01 Nutrition Management System as of the Effective Date.

EMS Linq, LLC

DocuSigned by:
Cody Draper
E26840E64FEC415...

By: Cody Draper
Title: Chief Financial Officer
Date: 4/10/2024

Education Technology Joint Powers Authority

By: Brianne Ford
Title: President
Date: 4/12/24

Exhibit A

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 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				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
One Time Costs				
Implementation *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)*	Includes Implementation fees not previously listed that are associated to set up of 'A-la-carte' and modules/licensing of items below (Annual Recurring Costs and 'Other') Section.	**General Nutrition A-la-Carte** • **Nutrition Accounts Receivable Professional Services** (Set fee) $360.00 • **Nutrition Accounts Payable Professional Services** (Set fee) $790.00 • **Nutrition General Ledger Professional Services** (Set fee) $360.00 • **Nutrition Central Kitchen Professional Services** (Set fee) $900.00 • **Nutrition Vending Professional Services** (Set fee) $360.00 • **Nutrition Inventory Scanning Professional Services** (Set fee) $360.00 • **Nutrition to ERP Integration Professional Services** (Set fee) $2,880.00 • **Nutrition 3rd party payments Professional Services** (Set fee) $1,080.00 • **Additional Point of Service Add On Professional Services** (Set fee) **ISITE**	Y	N/A

		• **Digital Menu Suite and Website Professional Services** (Set fee) $900.00 • **Digital Menu Displays Professional Services** (Set fee) $360.00 • **Classroom Online Ordering Professional Services** (Set fee) $540.00 • **Catering Online Ordering Professional Services** (Set fee) $360.00		
Training *Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*				
Other *Please Describe:*				
Annual Recurring Costs				
Tier 1 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	0-25 School Sites licenses to qualify for Tier 1	• **Point of Service Add On** (Per 1 license) $247.50	N	N/A
Tier 1 Maintenance & Support				
Tier 1 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
Tier 1 Other *Please Describe:*				
Tier 2 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	26+ School Sites licenses to qualify for Tier 2	• **Point of Service Add On** (Per 1 license) $144.00	N	N/A
Tier 2 Maintenance & Support				

Tier 2 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
Tier 2 Other *Please Describe:*				
Optional Services/Solutions 1 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:			
Optional Services/Solutions 2 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	~~*If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts: (N/A)*~~			
Additional Options/Fees *Please Describe:*	Items listed to right are ***non-tiered***, are all optional and 'A-la-carte' that will also have an implementation fee(s) associated with them in the 'One-Time Costs'/Implementation section – unless otherwise noted with ****No Impl/Set up fee****	**General Nutrition A-la-Carte** • **Nutrition - Accounts Receivable** (Per District) $828.00 • **Nutrition - Accounts Payable** (Per District) $828.00 • **Nutrition - General Ledger** (Per District) $828.00 • **Text/SMS Notification** (Per Student) - **No Impl/Set up fee** $0.30 • **Voice Notification** (Per Student) - ****No Impl/Set up fee**** $0.30 • **Temperature Probe** (Per Device) - ****No Impl/Set up fee**** $230.00 • **Central Kitchen** (Per Site) $828.00 • **Vending** (Per Vending Machine) $828.00	N	N/A

		• **Inventory Scanning** (Per Scanner) $414.00 • **Nutrition to ERP Integration** (Per District) $2,268.00 • **Nutrition to 3rd Party Payment Integration** (Per District) $1,134.00 **ISITE** • **Digital Menu and Website Suite** (Per site) $270.00 • **Digital Menu Displays** (Per display) $184.50 • **Classroom Online Ordering** (Per site) $184.50		

Attachment #7

RFP 23/24 issued by EdTech JPA

Education Technology Joint Powers Authority

RFP No. 23/24-01
Nutrition Management Systems
PROPOSAL DEADLINE: September 15, 2023, 12:00pm

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE CALLING FOR PROPOSALS

AGENCY:	Education Technology JPA
PROPOSAL DEADLINE:	September 15, 2023 at 12:00 pm
PLACE OF RECEIPT:	Education Technology JPA ℅: Irvine Unified School District Purchasing Department Attn: Michelle Bennett 5050 Barranca Parkway Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 23/24-01 Nutrition Management System**.

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 August 7, 2023 at 1:00pm pacific time at https://iusd.zoom.us/j/87905711906?pwd=RFc5Q29YdkRGWER4Q1ZBVHkzZlF3QT09.
Vendors who wish to attend this meeting should RSVP to edtechjpa@iusd.org.

Any questions regarding the Request for Proposals shall be directed to edtechjpa@iusd.org, via email only by 12:00 pm on September 1, 2023. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA
Governing Board

Publish: July 28 & August 4, 2023

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Table of Contents

Table of Contents **2**
1.0 Background and Overview **3**
2.0 Purchase Agreements, Payments & Order Fulfillment **9**
3.0 Instructions to Vendors **11**
4.0 Evaluation and Award **15**
5.0 Rules **19**
6.0 Proposal Format **21**
Appendix A: Standard Master Agreement and Standard Purchase Agreement **23**
Appendix B: Required Forms **46**
Appendix C: Federal Certifications **67**
Appendix D: Pricing Form **72**
Appendix E: Supplementary Materials **76**
Appendix F: Standard Student Data Privacy Agreement (CA-NDPA Standard) **77**
Attachment 1: Proposal Form **100**
Part 1 Vendor Support and Ability to Perform 102
Part 2 Technology Requirements 115
Part 3 Functionality and Usability 123
Part 4 Price 157
Part 5 Exceptions 159

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 nutrition management systems, 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, Irvine Unified School District, has an immediate need for the product. The initiating district will review proposals to determine a Vendor best suited to provide the product for its own needs and anticipates entering into a Purchase Agreement for the product following execution of the Master Agreement awarded pursuant to this RFP.

1.2 Joint Powers Authorities

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

1.3 Ed Tech JPA

Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public 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 nutrition management software and services. Members seek state-of-the-art nutrition management systems (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 a nutrition management system.

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 require 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 five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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 Products(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:

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

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/terminals 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

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

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

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

All official records will be posted on the Ed Tech JPA website:
https://edtechjpa.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 September 15, 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 CD or Flashdrive

Proposals shall be submitted in a sealed box/envelope and shall be clearly marked: “Response to RFP 23/24-01 Nutrition Management System.”

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

3.3 Delivery to Ed Tech JPA

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	July 28 & August 4, 2023
Pre-Proposal Vendor Conference (Non Mandatory)	https://iusd.zoom.us/j/87905711906?pwd=RFc5Q29YdkRGWER4Q1ZBVHkzZlF3QT09	August 7, 2023 1:00pm

	Meeting ID: 879 0571 1906 Passcode: xwEC5F --- Find your local number: https://iusd.zoom.us/u/kdMUqUy84J Meeting ID: 879 0571 1906 Passcode: 933472	
Last Day to Submit Questions (RFIs)	edtechjpa@iusd.org	September 1, 2023 12:00pm
Response to Questions Posted	Ed Tech JPA website	September 8, 2023
Proposals Due	5050 Barranca Pkwy. Attn: Michelle Bennett Irvine, CA 92604	September 15, 2023 12:00pm
Evaluation and Selection of Finalists		September 15 - October 20, 2023
Ed Tech JPA Board Action		*anticipated November 9, 2023

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 nutrition management 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 nutrition management systems and related services. Ed Tech JPA shall not be obligated to accept the lowest priced proposal(s), but will make an award(s) in the best interest of 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 more than limited 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 Fraternization 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 more than limited 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 Participating Association Member 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 Fraternizing** 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".

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Appendix A: Standard Master Agreement and Standard Purchase Agreement

ED TECH JPA MASTER AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management system (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 nutrition management systems 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

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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.

A. 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

B. Vendor must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611
C. The Admin Fee shall **not** be included as an adjustment to Vendor's Proposal and MA pricing.
D. The Admin Fee shall **not** be invoiced or charged to the Participant.
E. 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.
F. 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.

G. 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
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**
_____	_____
By: Brianne Ford	By:
Its: President of the Board	Its:
_____	_____
Date	Date

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Exhibit A

Ed Tech JPA Pricing

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

ED TECH JPA PURCHASE AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management systems (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 a nutrition management system 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
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**

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

_____	_____
By:	**By:**
Its:	**Its:**
_____	_____
Date	**Date**

Exhibit A

Order Information and Implementation Plan

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NONCOLLUSION DECLARATION

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

(title) of

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

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

Signature	Date

Vendor Legal Name

Name	Title

City	State

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

The

(Principal) of

(Vendor Name)

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

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

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

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

(name of offeror) that

(Firm name) meets the following qualifications:

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

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

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

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.)

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR
(AB 1610, 1612 and 2102)

To the Board of Trustees of Participant:

I,

(name)
certify that:

(Name of Vendor)

1. has carefully read and understands the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work it will be performing for the Participant,

(Name of Vendor)
employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature	Date

Vendor Legal Name

Name	Title

City	State

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

DISCLOSURE OF PROPOSAL

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

OR

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Administrative Fee Acknowledgment

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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. 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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Rules Acknowledgement

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

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

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

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

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

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 (Solution)				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Implementation *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)*				
Training *Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*				
Other *Please Describe:*				
Annual Recurring Costs				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Tier 1 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	_____ licenses to qualify for Tier 1			
Tier 1 Maintenance & Support				
Tier 1 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
Tier 1 Other *Please Describe:*				
Tier 2 Licensing *Including but not limited to: Software, Licensing, training materials and*	_____ licenses to qualify for Tier 2			

release notes.				
Tier 2 Maintenance & Support				
Tier 2 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
TIer 2 Other *Please Describe:*				
Optional Services/Solutions				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Optional Services/Solutions 1 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:			
Optional Services/Solutions 2 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:			

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Pricing Form - Online Payment Processing				
Online Payment Processing				
Payment Processing Fees/Rates *(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)*				
Item	**Criteria** *(Describe criteria for cost tier if applicable, e.g., Participants with > $10,000 in transactions daily)*	**Paid By** *(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)*	**Rate/Cost Per Transaction**	**Price Escalators** *(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)*
Flat Rate Per Transaction		☐ Parent/consumer only ☐ Participant/Organization Only ☐ Can be customized by Participant to either Parent/Consumer or Participant/Organization		
Percentage Per Transaction		☐ Parent/consumer only ☐ Participant/Organization Only ☐ Can be customized by Participant to either Parent/Consumer or Participant/Organization		
Other (Describe how Fees are Calculated)				

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Version 1.0 (10.22.20)

Ed Tech JPA

and

Provider

DATE

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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***

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

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

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

4. This DPA shall stay in effect for 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:Procurement Specialist

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

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){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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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]

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

EXHIBIT "B"

SCHEDULE OF DATA

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

	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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

Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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."

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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:_____

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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 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:_____

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Attachment 1: Proposal Form

Contractor Information

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

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Part 1 Vendor Support and Ability to Perform

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

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

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

	Yes	No	Comments
1.3 Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by Ed Tech JPA and/or Participant staff, Ed Tech JPA and/or Participant may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. **			
1.4 Confirm that Vendor maintains cyber insurance.			
1.5 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. **			
1.6 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
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 a nutrition management 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
1.12.2 Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the 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. **			

1.13 References

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

Provide customer references for at least five (5) K-12, 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	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of system *include number of locations	
Vendor Project manager	

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

Reference #4	
Organization/Customer Name	

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

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

1.14 Implementation

	Yes	No	Comments
1.14.1 Vendor acknowledges and confirms compliance with all processes and requirements defined in RFP Section 2.00: Purchase Agreement Implementation Process. Identify any exceptions or			

deviations from the proposed project approach, site access requirements and Vendor expectations. **			
1.14.2 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. **			
1.14.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
1.14.4 Vendor confirms that its delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and 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. **			
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.			

1.14.6 Specify any minimum system requirements that must be in place prior to implementation.

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. **

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. **

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.

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. **

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

1.14.12 If Vendor is a new provider for a Participant, describe the extent to which Vendor shall coordinate with the previous vendor for implementation of the new Solution. Describe Vendor approach and services supporting customer transitions from incumbent nutrition management 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 6am to 4pm 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).

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.

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 Confirm that the Solution has the ability to integrate student preferred names from the SIS.					
2.4.3 Confirm that the Solution has the ability to import multiple parent/guardian email addresses per student from the SIS.					

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

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

2.4.6 Provide a list of all Student Information Systems ("SIS"), Notification Systems, and/or financial systems, that Vendor's proposed Solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Bitech, Business Plus, 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 notification system, specify any limitations on the number, frequency or scope of scheduled extracts that Participant agencies can create and use. **

SIS	
Notification Systems	
Financial Systems	

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

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

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

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

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

2.4.10.2 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.

2.4.10.3 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
2.5.1 Confirm that the Vendor's information security policies are documented and available to clients upon request.**					
2.5.2 Confirm that the Solution prevents users from accessing information on students that they are not directly involved with. If the Solution does not allow for students to be secured by teacher, grade-level at a school, and specific school, describe the different permission levels that the Solution can enforce.					
2.5.3 Confirm that Ed Tech JPA and Members may review Vendor internal and/or 3rd party security audits.					
2.5.4 Warrant that Vendor provides background checks on all employees, and/or that only					

employees who have undergone said background checks will have access to Participants' data. **					
2.5.5 Confirm that Vendor requires all employees to sign data handling agreements at hire.					
2.5.6 Certify that Vendor employs and will continue to employ a dedicated CISSP certified security manager, or the equivalent, to test the Solution and run ongoing checks/improvements.					
2.5.7 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.

Part 3 Functionality and Usability

This section should include an in-depth description of the 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 section 3.7 (menu planning) and not sections 3.1 - 3.6 and 3.8 - 3.12 may respond only to the menu planning 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 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 Point-of-Sale				

3.2 Application Processing				
3.3 Parent Portal and PrePayments				
3.4 Inventory Management				
3.5 Procurement				
3.6 Production				
3.7 Menu Planner/Nutrition				
3.8 Distribution/Central Kitchen Support				
3.9 Catering				
3.10 Non-Nutrition Payment Processing				
3.11 Reporting and Analysis				
3.12 Point-of-Sale Terminals				

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.

Front of House

3.1 Point-of-Sale

	Yes	No	P	C	Comments
3.1.1 Confirm that Solution navigation and operations are intuitive, with a uniform look and feel to all aspects of the application.					
3.1.2 Confirm that Participants shall have the ability to color code, resize and arrange buttons to support ease of use and efficient tendering.					
3.1.3 Confirm that the Solution is designed to support efficient tendering, including buttons for common cash denominations and one-touch solutions for calculating change or adding change to a student's account.					
3.1.4 Confirm that the Solution supports a minimum of five (5) students in the queue and the ability for the cashier to easily take those students out-of-sequence (e.g., visible pictures of 5 waiting students, touch the photo to pull up the appropriate student).					
3.1.5 Confirm that the Solution has a smart search to be able to look up accounts within one window. (For example, John Smith, ID 1001 can be searched by "Sm", "j", "jo sm", "1001", etc.).					
**3.1.6 Confirm that the Solution imports and displays student photos to support a positive confirmation of identity by the cashier. **					
3.1.7 Confirm that the Solution shall support the use of a mobile device/tablet as a point of sale terminal.					
**3.1.8 Confirm that the Solution shall allow cashiers to quickly return to previous transactions to make corrections or adjustments (Examples: Cashier made an error in the amount collected from the student,					

student wants an additional item immediately after transaction has been completed). **					
**3.1.9 Confirm that the Solution allows cashiers to review account history and real-time account balances from the Point of Sale. **					
**3.1.10 Confirm that student-specific alerts (e.g., allergies) will display on the cashier's screen, and that these alerts follow students from school to school. **					
3.1.11 Specify whether student-specific alerts (e.g., allergies) may be programmed to prohibit students and staff from purchasing specific items.					
3.1.12 Confirm that the Solution shall prevent back-office staff from overriding student specific alerts and prohibitions for sales of specific items to students.					
3.1.13 Confirm that the Solution has the ability to display date and student-specific events (e.g., Birthday message) on a cashier's terminal.					
3.1.14 Confirm that the Solution has the ability to display student preferred names.					
3.1.15 Confirm that all Participant students shall be available instantly from the line at any location within Participant sites (whether or not they are at a specific school site or enrolled at multiple locations concurrently).					
**3.1.16 Confirm that the Solution provides an efficient and accurate method for daily closing procedures. **					
3.1.17 Confirm that no proprietary hardware is required and that the Solution integrates with a variety of scanners, keypads and point-of-sale terminals.					

3.1.18 Confirm that the Solution allows users to reconcile individual deposits from the back office.					
3.1.19 Confirm that a “Training Mode” will be provided to assist with end user training.					
3.1.20 Confirm that serving sessions and serving times may be restricted by school/site location.					
3.1.21 Confirm that the Solution allows for a single item to be sold as reimbursable or non-reimbursable depending on status, if school is in session, etc.					
3.1.22 Confirm that the Solution has the capability to prohibit specific items from being sold to students and staff via an item button or a-la-carte.					
3.1.23 Confirm that the Solution allows for serving students and staff on days school is not in session.					
3.1.24 Confirm that the Solution allows for individual purchasing limits to be applied to students.					
3.1.25 Confirm that the Solution will notify a cashier if a student purchases two lunches at different school sites within one day.					
3.1.26 Confirm that the Solution has user definable void reasons when voiding transactions at the Point-of-Sale.					
3.1.27 Confirm that the Solution supports touch screen terminals.					
3.1.28 Confirm that the Solution supports split screen terminals to support double-sided lines.					
3.1.29 Confirm that when Participant staff makes changes to a student’s account the Solution can prompt them to make a note.					
3.1.30 Confirm that notes on student accounts can be created individually and unprompted and that they are saved individually per student (Ex: Staff can enter a					

note that a parent has requested that their student not purchase a specific item and the note is visible for staff reference).					

**3.1.31 Describe features of the Solution that support fast service, including auto-sale functionality, system response times. **

**3.1.32 Describe requirements for student identifiers, including any length requirements for PIN codes, if PIN codes can be assigned by the Participant, if PIN codes can have different lengths based on grade level. **

**3.1.33 Describe input options for student identifiers, including PIN pads, student ID, barcode, card readers, biometric scanners (e.g., fingerprint or palm reader), sell-by-photo. **

3.1.34 Describe options for differentiating enforcement of account balances and/or limits (Examples: Participant wishes to disallow purchases by staff, but allow purchases by students, when the account balance is insufficient. Participant wishes to differentiate limits for student purchases for meals vs. a la carte items.).

3.1.35 Describe the different criteria searches may be conducted with (PIN, student ID, barcode, homeroom, grade, or special grouping).

3.1.36 Describe how the system supports serving and accounting for meals and transactions in the event of a network/internet outage/interruption. Describe technological options (e.g., ability to work offline) and alternatives to online service (e.g., reports or processes available to support service).

3.1.37 Describe how the Solution tracks transactions in real time (ie: to ensure students are charged correctly if they purchase multiple lunches in different Point-of-Sale lines).

3.1.38 Describe features to identify and prevent common errors and other anomalies during service and end-of-day reporting.

3.1.39 Specify what software is required for the Point-of-Sale to run on a standard machine. Include minimum Operating System and Browser Requirements, as well as any third-party software required.

3.1.40 Describe how Participant can scale the number of terminals up or down at a specific site depending on enrollment use or special events (Ex: What is the process? How easily can the number be changed? Can terminals be moved from site to site as needed?).

**3.1.41 Participants may use the Solution with terminals already in place. Describe any limitations of the Solution with terminals that may currently be in use. **

3.1.42 Describe the process for Participants to request and add any custom features and any additional costs associated with adding custom features.Please be sure to also include costs in the Pricing Forms in Appendix D.

3.1.43 Describe the permissions and limitations of Participants' back offices to override restrictions set on accounts (such as limitations for purchase of specific items, and limitations for quantity of food purchased).

3.1.44 Describe the Solution's notes section for each student, including how different aspects of the Solution integrate with each other's notes sections (e.g. if notes are made in the free and reduced meal module do these appear at the POS and other parts of the Solution?)

3.1.45 Describe any additional features designed specifically to support the Point of Sale.

3.1.46 Describe the capabilities for terminals to switch between breakfast and lunch between sales in the same Point-of-Sale line.

3.1.47 Describe the Solution's capability to display student specific alerts and prohibitions on the screen, including where the information is obtained and what data can be displayed.

3.1.48 Confirm whether allergy information and other restrictions or alerts can be automatically populated through integration with Participant's SIS.

3.1.49 Describe the Solution's capability to prevent the sale of specific food items when the student has a related alert (e.g., the Solution prohibits the sale of milk to a student with a dairy allergy).

3.1.50 List all required features of existing Point-Of-Sale terminals for the Solution to work properly (ie: A Participant desires to use the Solution with their previous Point-Of-Sale terminals).

3.1.51 Please describe any additional point-of-sale functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.1.52 Please also provide a brief description of planned future point-of-sale functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.2 Application Processing

	Yes	No	P	C	Comments
**3.2.1 Confirm that the Solution will provide Participants with the ability to offer a free online or scan-ready meal application. **					
3.2.2 Confirm that the Solution allows forms to be prepopulated with student/family information through the Student Information System.					
3.2.3 Confirm that the Solution allows Participants to include additional, custom fields on the meal application.					
**3.2.4 Confirm that the Solution detects and tracks duplicate meal applications. **					
**3.2.5 Confirm that the Solution captures an application receipt date. **					
3.2.6 Confirm that application dates and status eligibility can be backdated in the Solution.					
**3.2.7 Confirm that the Solution automatically includes free/reduced eligibility guidelines on an annual basis. **					
3.2.8 Confirm that Food Stamps Case Numbers are automatically applied to each student in a family.					

3.2.9 Confirm that notification letters for all members in a family can be printed at the same time to avoid duplicative mailing to families with multiple students.					
3.2.10 Confirm that if a student leaves a Participant and returns later in the same school year, account and status will remain (ie: Student moves to another district briefly, but returns later in the same school year).					
3.2.11 Confirm that unlimited support for parents and Participant staff is available 24/7/365 through a toll-free phone number and online ticketing system. Define any restrictions on support hours (e.g., after hours support limitations).					
3.2.12 Confirm that Solution allows the Participant to Verify for Cause at any time throughout the school year.					
3.2.13 Confirm that the Solution has the capability to automatically exclude (Community Eligibility Provision) CEP school students from applications and the verification process.					
3.2.14 Confirm that the Solution is able to provide a letter confirming CEP school student's participation in the program in order to receive additional benefits to which they may be eligible, if a student does not already have a Direct Certification qualification.					
3.2.15 Confirm that the Solution automatically provides Alternative Income Forms as an alternative to Free and Reduced (F/R) applications for students attending CEP schools.					
3.2.16 Confirm that Alternative Income Forms are compiled and kept separate from F/R applications					
3.2.17 Confirm that the Solution clearly identifies the students and buildings as CEP, it is not acceptable to solely mark the student as receiving free meal benefits.					

3.2.18 Describe the Solution's Back Office configuration for reimbursement and Point of Sale for CEP to schools to distinguish from non-CEP schools

3.2.19 Confirm that the Solution has the capability to automatically exclude Provision 2 school students from applications in non-base years.

3.2.20 Confirm that the Solution clearly identifies the students and buildings as Provision 2.

**3.2.21 Describe features embedded in the Point-of-Sale and meal application process to prevent overt identification. **

3.2.22 Describe support for Direct Certification and Direct Certification matching amongst household members.

**3.2.23 Describe how the Solution supports efficient processing of applications, including scanning speed, review of errors, and electronic/automated review and approval processes. **

3.2.24 Describe the Solution's support for the verification process, including: <u>Random Audits</u>: Automated selection and notification of families selected for random audit. Describe processes that are executed by the Solution and those that require intervention/oversight from Participant staff.

Verification for Cause: Describe how the Solution supports "flagging" a record as needing verification for cause, notifying the family, and completing the audit process. Please include details for calendaring notifications and expirations.
Random Audits - executed by Solution: Random Audits - require intervention/oversight from staff: Verification for Cause:

**3.2.25 Describe notification capabilities of the Solution, including automated emails to all families, all families without a meal application on file, and all families subject to an audit or other criteria available in the Solution. If internal notifications are not available, describe Vendor's experience with integrating with enterprise notification systems (e.g., SchoolMessenger/Intrado, Blackboard, Aeries Communicate, ParentSquare). **

3.2.26 Describe what meal status letter templates are available for Participants and how Participant staff would go about revising and editing meal status letters.

3.2.27 List all languages applications are available in. If support for form translation is available in additional languages please list these languages and specify that support is available, and any fees for support. Be sure to list all additional costs and fees in the Pricing Forms in Appendix D.

3.2.28 List all languages approval letters are available in. If support for approval letters is available in additional languages please list these languages and specify that support is available, and any fees for support. Be sure to list all additional costs and fees in the Pricing Forms in Appendix D.

3.2.29 Describe Solution capabilities for returning and reselling eligible meals based on free and reduced eligibility changes (Ex: A student was sold a meal at full price and an application for Free-and-Reduced was received the same day - please clarify if the Solution changes the cost retroactively).

3.2.30 Describe the Solution's response to duplicate meal applications, including when a parent/guardian makes changes to eligibility (Is a duplicate application created or are changes made to the existing application?).

3.2.31 Please describe the capability within the Solution to review direct-certified applications and provide possible matches (List from the DC import lists only one student from family, but other students from the family are enrolled later). Please also include data points the Solution uses to find possible matches.

3.2.32 Please describe how CALPADS and/or DC import matching is completed.

3.2.33 Please describe any additional application processing/free and reduced lunch functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.2.34 Please also provide a brief description of planned future application processing/free and reduced lunch functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.3 Parent Portal and PrePayments

	Yes	No	P	C	Comments
**3.3.1 Confirm that the Solution shall include a low-cost, Vendor-hosted online prepayment service ("Parent Portal"). Detail costs per transaction and/or dollar amount in the Pricing Forms in Appendix D. **					

**3.3.2 Confirm that payments will be accepted online, 24 hours/day, 7 days/week. **					
**3.3.3 Confirm that online payments are available on students' accounts immediately. **					
**3.3.4 Confirm that the Parent Portal works with common browsers, including Microsoft Edge, Safari, Firefox and Chrome. **					
3.3.5 Confirm that the Parent Portal is mobile-friendly and/or has a mobile application.					
**3.3.6 Confirm that parents with multiple students will manage accounts for all of their students under a single log-on. **					
3.3.7 Confirm that parents may set up automatic recurring payments by day of week, day of month, and/or when a predetermined low balance is reached.					
3.3.8 Confirm that the Parent Portal shall provide check recovery services.					
3.3.9 Confirm that the Parent Portal shall support and resolve credit card disputes.					
3.3.10 Confirm that the Parent Portal will offer features/equipment to support on-site prepayment by parents and students.					
**3.3.11 Confirm that free online applications are included. **					
3.3.12 Confirm that online application status is available through the Parent Portal.					
**3.3.13 Acknowledge and affirm that if selected Vendor shall assume full responsibility for the security of the Parent Portal and compliance with all requirements for the security of the transactions. **					

3.3.14 Confirm that each additional need supported in the Parent Portal shall have the ability to list a separate Participant staff member as a point of contact (eg. separate contacts for donations and purchases).					
3.3.15 Confirm that the Parent Portal shall allow each item to be associated with specific account codes to support appropriate reconciliation and depositing to appropriate budget resources.					
3.3.16 Confirm that unlimited support for parents and Participant Staff is available 24/7/365 through a toll-free phone number and online ticketing system. Define any restrictions on support hours (e.g., after hours support limitations).					
3.3.17 Confirm that the Solution allows parents/guardians access to their student's PIN/identifier.					
3.3.18 Confirm that the Solution allows parents/guardians to review meal account activity (purchases, items purchased, payments, and balance).					
3.3.19 Confirm that the Parent Portal will allow on-demand printing throughout the year for meal program letters that were generated after the application was processed.					
3.3.20 Confirm that the Solution allows Participant staff to process a report of account member's email addresses (ie: parent email addresses who have accounts are easy to pull in a report from the Solution).					
3.3.21 Confirm that the Solution allows Participant staff to cancel recurring payments on the parent/guardian's behalf, especially when a refund has been requested (ie: Staff can issue refunds and cancel recurring payments).					

**3.3.22 Describe what types of payments the Parent Portal can accept (ie: credit cards, debit cards, and/or e-checks). **

3.3.23 Provide screenshots and a description demonstrating the Solution's end-user experience. Please include the homepage/landing page and typical navigation to search for available professional learning opportunities.

**3.3.24 Describe the Parent Portal's capability to allow parents to view daily menu items and nutritional information for each item, including allergen information. **

**3.3.25 Describe notification capabilities of the Parent Portal, including automated emails to all families, low or negative balance alerts, and promotions other criteria available in the Solution. If internal notifications are not available, describe Vendor's experience with integrating with enterprise notification systems (SchoolMessenger/Intrado, Blackboard, Aeries Communicate, ParentSquare). **

3.3.26 Describe any requirements or limitations to Participants who wish to use the Parent Portal to process payments for goods/services other than nutrition services (ex: school spirit wear, event entry fees).

3.3.27 Describe visibility options within the Solution for parents/guardians from different households to view student account data (Ex: divorced parents both want to view information for their student on the same account).

3.3.28 Describe functionality on the Mobile Application (please include differences between the webpage and mobile app, operating systems the app is available in, and if push notifications are available).

3.3.29 Please describe any additional parent portal/prepayments functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.3.30 Please also provide a brief description of planned future parent portal/prepayments functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

Back of House

3.4 Inventory Management

	Yes	No	P	C	Comments
**3.4.1 Confirm that the Solution provides inventory tracking capacity to support and differentiate food (refrigerated, frozen, dry) and supplies (paper products, cleaning products). **					
3.4.2 Confirm that the Solution allows inventory counts to be adjusted through bar code scanning and simple data entry forms via mobile device.					
3.4.3 Confirm that the Solution provides functionality for tiered categorization of inventory items for consolidated reporting, efficient data collection.					
3.4.4 Confirm that the Solution provides the ability to record and distribute inventory in bulk (by case) or by unit, and automate disaggregation of available units in a case.					

3.4.5 Confirm that the Solution offers site-based and Participant reporting to support proactive ordering and redistribution (ie: site and district-wide reporting).					
3.4.6 Confirm that the Solution has a direct ordering feature with providers.					
3.4.7 Confirm that the Solution integrates inventory with front-of-house sales information and financial reporting tools.					
3.4.8 Confirm that the Solution maintains a searchable audit of user activity/changes in inventory.					

3.4.9 Describe tools to support communications of product shortages and recalls.

3.4.10 Describe what is included in reporting (ie: cost forecasting, inventory on-hand, shortages, overages, excessive spoilage, transfers of inventory, previous year's inventory, etc.). Please also describe, or provide a sample of reporting formats.

**3.4.11 Describe how the Solution effectively identifies and tracks USDA commodities. **

**3.4.12 Describe how the Solution supports tracking of transfers of food and supplies between central kitchen/warehouse and sites. **

3.4.13 Please describe any additional inventory management functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.4.14 Please also provide a brief description of planned future inventory management functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.5 Procurement

	Yes	No	P	C	Comments
**3.5.1 Confirm that Participant staff may define items that sites may order. **					
3.5.2 Confirm that the Solution provides the ability to custom configure a review process, allowing some sites/items to be ordered directly and audited/reviewed as needed through reports and the ability to enforce central review prior to order for some sites/items.					
3.5.3 Confirm that the Solution provides the ability to custom configure ordering, allowing some items to be ordered by the sites directly from the vendor and the same item to be ordered by some sites from the Central Warehouse.					
**3.5.4 Confirm that the Solution has the ability to consolidate site orders for efficient creation of Purchase Orders (PO) to each provider, track associated PO number and easily disaggregate order for distribution to sites. **					
3.5.5 Confirm that the Solution has the ability to *transmit orders directly* to key providers. If this is limited to specific providers, list each provider the Solution can transmit orders directly to in the Comments column.					
3.5.6 Confirm that the Solution has the ability to set up multiple vendors per item as needed. For example, Kitchen A may order from Vendor 1 but Kitchen B and Kitchen C may only order from Vendor 2.					

3.5.7 Confirm that the Solution can *integrate and support the ordering process* with key providers. If this is limited to specific providers, list each provider the Solution supports the ordering process for in the Comments column.					
3.5.8 Confirm that reports of procurements requested and processes are searchable/viewable by site, provider, or item.					
3.5.9 Confirm that the Solution provides automatic updating of inventory upon confirmation of receipt of the order.					
3.5.10 Confirm that the Solution automatically date and time stamp orders.					

3.5.11 Describe any automatic notification processes available for Participants to custom configure a review process. (ie: the ability to custom configure a review process, allowing some sites/items to be ordered directly and audited/reviewed as needed through reports and the ability to enforce central review prior to order for some sites/items).

3.5.12 Describe the Solution workflow for reviewing and approving and/or rejecting site orders.

**3.5.13 Describe tools to support verifying invoices against orders and received goods. **

3.5.14 Describe functionality to support project or procurement needs based on sales and planned meals.

3.5.15 Please describe any additional procurement functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.5.16 Please also provide a brief description of planned future procurement functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.6 Production

	Yes	No	P	C	Comments
**3.6.1 Confirm that the Solution determines daily inventory based on scheduled meal plans. **					
3.6.2 Confirm that the Solution is capable of adding leftovers from inventory to daily production.					
3.6.3 Confirm that the Solution is capable of printing pull tickets based on individual recipes or all combined recipes, including the recipe yield on the ticket.					
3.6.4 Confirm that the Solution is capable of documenting temperatures and maintenance of HACCP procedures to ensure compliance.					
3.6.5 Confirm that the Solution allows Participant staff to add leftovers to inventory or discard.					
**3.6.6 Confirm that discarded inventory shall be tracked by item and by school site. **					
**3.6.7 Confirm that inventory levels shall be adjusted automatically based on daily production. **					

3.6.8 Confirm that reporting shall minimally include: profit/loss, excessive waste, and labor cost tools.					
3.6.9 Confirm that the Solution allows for a personalized numbering system for inventory.					

3.6.10 Describe the Solution's capabilities to identify shortages and possible substitutions.

3.6.11 Describe the Solution's ability to track personnel time and determine labor costs by recipe.

3.6.12 Describe how the Solution supports efficient entry of end-of-day processing data.

3.6.13 Describe how the Solution populates production records based on menus from menu planning software.

3.6.14 Describe if the Solution supports food recovery/share basket tracking (ie: Students do not eat their full meal and unused items are recovered and resold Ex: A student does not open their juice box).

3.6.15 Describe how the production reports can be customized to support Participant changes and any other future changes that may take place (ie: a law changes and reporting must accommodate the changes)?

3.6.16 Please describe any additional production functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.6.17 Please also provide a brief description of planned future production functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.7 Menu Planner/Nutrition

	Yes	No	P	C	Comments
**3.7.1 Confirm that the Solution shall be integrated with the United States Department of Agriculture (USDA) database and approved by USDA for menu planning. **					
**3.7.2 Confirm that the Solution shall be able to forecast inventory and costs based on menus. **					
**3.7.3 Confirm that the Solution shall perform nutritional analysis to certify menu and meal compliance based on USDA standards. **					
3.7.4 Confirm that the Solution includes flexible menu scheduling/calendar options that include custom, cycle menus, grouping of sites for applying menus, multiple menus, and exporting menus to other applications for formatting for publication or digital signage.					
3.7.5 Confirm that the Solution provides Ingredient labels that reflect current FDA and USDA guidelines including added sugars, sesame allergen, potassium etc.					
3.7.6 Confirm that the Solution includes streamlined automatic menu posting from ingredient label to online					

digital menu that includes all ingredients, sugars, allergens etc.					
3.7.7 Confirm that the Solution allows for multiple calendars and tracking of days school is in session vs. days school is not in session.					
3.7.8 Confirm that nutritional software is preloaded with USDA foods, products and recipes.					
3.7.9 Confirm that the Solution is able to scale recipes.					
3.7.10 Confirm that menus are displayed for parents on an interactive website and that all features work accurately on a mobile app (ie: users can create menus and click on menu items to see nutritional information).					
3.7.11 Confirm that Solution will provide support to ensure labels, ingredients, recipes, and menus meet United States Department of Agriculture (USDA) standards to pass Administrative Reviews.					
3.7.12 Confirm that Solution will update and maintain accurate product information database to meet regulatory requirements at least yearly or per federal standards.					

3.7.13 Describe features within the Solution that simplify menu planning transitions from year to year.

3.7.14 Describe how the Solution tracks recipe information, providing for easy configuration and editing of recipes.

**3.7.15 Describe the Solution's intuitive tool for building menus meeting nutritional requirements and cost targets. **

**3.7.16 Describe reports used to meet nutrition guidelines and Administrative Review (AR) reporting requirements. **

3.7.17 Describe support for integrating with third-party meal-planning applications (including standard import formats if available).

**3.7.18 Describe the Solution's capability to allow parents, and staff (nutrition staff, school nurses, and health services staff) to view daily menu items and nutritional information for each item, including allergen information. **

3.7.19 Please describe website/mobile application capabilities offered as part of the Solution to support parent/student access to planned meals and allergens in planned meals.

3.7.20 Please describe any additional menu planning/nutrition functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.7.21 Please also provide a brief description of planned future menu planning/nutrition functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.8 Distribution/Central Kitchen Support

	Yes	No	P	C	Comments

**3.8.1 Confirm that the Solution shall be able to identify shortages based on individual site and district-wide inventories and orders. **					
**3.8.2 Confirm that the Solution shall support efficient redistribution of inventory between Participant sites. **					
3.8.3 Confirm that the Solution shall create pull orders based on location/route.					
**3.8.4 Confirm that the Solution shall automatically update inventory after products are distributed to sites. **					
3.8.5 Confirm that barcodes can be scanned to track receiving and distribution of food items.					

**3.8.6 Describe the points of integration and process automation with procurement and inventory systems. **

3.8.7 Describe support within the Solution for remediating shortages, including, identifying substitute products and tracking expected deliveries of ordered products.

3.8.8 Describe features within the Solution to support electronic confirmation/acceptance by the site lead when items are delivered.

3.8.9 Describe support within the Solution for ad-hoc/immediate ordering and delivery.

3.8.10 Please describe any additional distribution/central kitchen support functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.8.11 Please also provide a brief description of planned future distribution/central kitchen support functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.9 Catering

	Yes	No	P	C	Comments
**3.9.1 Confirm that the solution supports online ordering (through an online form included in the Solution or a third-party integration).					
**3.9.2 Confirm that the Solution supports the efficient creation, revision, and confirmation of menus, proposals, and invoices. **					
3.9.3 Confirm that the Solution provides automated notifications for event reminders, menu/order confirmation, and invoices due.					
3.9.4 Confirm that the Solution provides Participant staff with appropriate permissions to override pricing and to apply discounts.					

**3.9.5 Provide an overview of how the Solution supports catering. Describe a high-level summary of the catering workflow, including menu development, order placement, fulfillment, and invoicing.

3.9.6 Confirm whether the Solution supports online catering orders. Include descriptions of online catering form configuration options and screenshots to illustrate the ordering process.

3.9.7 Confirm whether the Solution supports importing catering orders from external forms or third-party systems. Provide sample import formats and instructions for integrating with a third-party form or other external data source.

3.9.8 Describe the process for catering menu development and any integrations with back-of-house functions including inventory and purchasing.

3.9.9 Describe options available to differentiate catering options, including available menu items, form submission deadlines, and/or pricing based on the requestor/event (e.g., internal or external events, student or staff events, regular hours or after hours/weekend).

3.9.10 Describe any capability of the Solution to support billing/chargeback for catering services.

3.9.11 Describe integration with production and inventory systems for consolidated reporting.

3.9.12 Please describe any additional catering functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.9.13 Please also provide a brief description of planned future catering functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.10 Non-Nutrition Payment Processing

	Yes	No	P	C	Comments
3.10.1 Confirm that the Solution has capabilities to process non-nutrition payments (ie: ASB payments for school activities and items, fees, donations, and purchases not connected to meals payment).					
3.10.2 Confirm that the Solution includes websites for Participants to list non-nutrition items for sale (ie: spirit wear, yearbooks, etc.).					
3.10.3 Confirm that the non-nutrition payment processing has the same identity management capabilities as nutrition payment processing (ie: integrate with SIS to identify which student payment is associated with).					
3.10.4 Confirm that each additional item available for purchase in the Parent Portal shall have the ability to list a separate Participant staff member as a point of contact (eg. separate contacts for donations and purchases).					

3.10.5 Provide an overview of how the Solution supports purchases and payments unrelated to nutrition.

3.10.6 Please describe how the Solution supports schools and/or departments in establishing an online store/payment portal. Include screenshots to demonstrate configuration and differentiated branding (e.g., incorporation of school colors, logos) available to schools and departments.

3.10.7 Provide a description and screenshots to demonstrate how a new item may be added to the Payment Portal (e.g., school spirit wear or program donation). Include all configuration options that are available at the item level.

3.10.8 (a) Describe how the online store/available items may be differentiated/targeted based on the user/customer (e.g., specific course fees/requested donations based on enrolled classes or student grade level, text book fines associated with a specific student). (b) Identify what targeting of items must be done manually and what automated options are available based on integration with the Participant's SIS or other data source.
(a) (b)

3.10.9 Confirm which options below can be differentiated by school/department and/or by item. Indicate a "Yes" at the "**school/department"** level if the different schools may have different settings. Indicate a "Yes" at the "**Item**" level if different items may have different settings.

Item	Configurable Level *Indicate Yes or No for Each*	
	School/Department	Item
Account Code (where funds will be deposited)		
Responsibility for transaction fees (e.g., paid by parent/student or Participant/organization)		
Late Fees/Differentiated Pricing		
Contact Information for Notifications		
Access to Data (for Reports)		
Automated Notifications/Reminders		
Other (Please describe)		

3.10.10 Please provide current fees/rates for your payment processor (Ex: $0.40 transaction fee plus 4% interest per transaction). Please include these costs in the Pricing Forms as well. Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. *Participants are encouraged to obtain current fees/rates prior to contracting with awarded Vendors*.

3.10.11 (a) Please describe how the current fees/rate for payment processing and any increases are determined (ie: if increases are tied to federal interest rates or annual adjustments). (b) Please also Identify any limits or maximum increases.
(a) (b)

3.10.12 Please describe capabilities within the Solution to identify students associated with purchases (ie: integration with SIS).

3.10.13 Please describe any additional third-party integrations supported by the payment processing system (e.g., integrations with ASB accounting platforms and/or textbook/inventory management solutions).

3.10.14 Please describe capabilities of the Solution to support Participant accounting procedures, including how transactions may be linked to specific account codes for record keeping or deposits may be automatically made to differentiated deposit accounts for each site/program.

3.10.15 Please describe reporting capabilities for non-nutrition payment processing. Please be sure to include District-level reports as well as site/department specific reports.

3.10.16 Please describe any additional non-nutrition payment processing functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.10.17 Please also provide a brief description of planned future non-nutrition payment processing functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.11 Reporting and Analysis

	Yes	No	P	C	Comments
3.11.1 Confirm that Vendor will provide a data schema/dictionary upon award to support Participants in creating custom extracts.					
3.11.2 Confirm that the Solution will interface with the State CNIPS reporting to submit monthly claims.					
3.11.3 Confirm that systems administrators have the ability to create custom reports and schedule standard and custom reports and extracts for recurring delivery by email or to a specified server location.					

3.11.4 Describe the size and organizational structure of Vendor integrations and reporting support teams.

3.11.5 Describe commonly used reports and analysis tools available in the Solution. Reports should minimally support daily sales, accountability reporting, participation rates, low balance information, inventory tracking, distribution, waste, profit/loss, and procurement reports.

**3.11.6 Describe any dashboarding or live analytics available to support decision-making. **

**3.11.7 Provide samples of most commonly used standard reports with descriptions of the application of specific reports. **

3.11.8 Describe tools available for Participants to create custom reports, including features and limitations of report designer tools available in the Solution.

3.11.9 Describe functionality to schedule recurring reports to run, be placed on FTP server, and distributed via email or other tool automatically.

3.11.10 Describe how row-level (school site) and role security are enforced in the reporting tool. For example: can a single report instance be set up where each site will only see their individual results?

3.11.11 Describe support for live dashboarding/analytics to support identifying problem areas during service or track performance benchmarks.

3.11.12 List all formats reports may be created/downloaded in (PDF, HTML, Excel, CSV).

3.11.13 Describe how long generated reports are retained for.

3.11.14 Describe any tracking process for Participants to track USDA Professional Development requirements.

3.11.15 Describe training available for Participant staff regarding setting up the professional development tracking module. Be sure to include all costs and fees in the Pricing Forms in Appendix D.

3.11.16 Please describe any additional reporting functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.11.17 Please also provide a brief description of planned future reporting functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.12 Point-Of-Sale Terminals

To be awarded for the Point-Of-Sale Terminals module some essential criteria in Section 2: Technology may not apply. Vendors who do not meet essential criteria in Section 2: Technology that applies only to software may be awarded for this section.

**3.12.1 List terminals available for purchase from Vendor and all associated costs and features. Please be sure to also include costs in the Pricing Forms in Appendix D. **

3.12.2 List pin pads the Point-Of-Sale terminals are compatible with and that do not result in interruptions during service (Ex: Genovation).

3.12.3 Please describe any additional point-of-sale terminal functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.12.4 Please also provide a brief description of planned future point-of-sale terminal functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

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
4.1 Confirm that all costs, including, but not limited to, implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products and any other anticipated costs to the Participant have been included on the completed Appendix D: Pricing Form. **			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			

4.3 Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.**			

4.4 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 ***

Attachment #8

Agenda, Minutes, and Resolutions from October 26, 2023 Board meeting at which Master Agreement was adopted

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

AGENDA
REGULAR MEETING GOVERNING BOARD
1:00 P.M. October 26, 2023

Ed Tech JPA will hold a Board meeting on October 26, 2023, 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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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. Approve primary and secondary designees for El Dorado County Office of Education.
Background Information: On October 30, 2019 the Board approved:
David Seabury as the primary designee and Kevin Monsma as the secondary designee for El Dorado County Office of Education.
The Board desires to re-evaluate director assignments every four (4) years pursuant to section V.B. of the Bylaws. The current primary and secondary designees have performed well and staff proposes their re-election.

Recommendation: Approve:
David Seabury as the primary designee for El Dorado County Office of Education;
Kevin Monsma as the secondary designee for El Dorado County Office of Education.
Motion:

10.b. Increase marketing budget to support California School Boards Association (CSBA) and California IT in Education (CITE) potential partnerships.
Background Information: CSBA and CITE offer a variety of programs to offer exposure to partners. Ed Tech JPA desires to form valuable partnerships.

Recommendation: Approve increasing the marketing budget to support for California School Boards Association (CSBA) and California IT in Education (CITE) partnerships.
Motion:

11. Items for Discussion

11.a. Partner Portal demonstration and discussion

Closing Items

12. Adjournment

Future Meetings
December 7, 2023

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Consent Agenda
REGULAR MEETING GOVERNING BOARD
1:00 P.M. October 26, 2023

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:

- Alvord Unified School District
- Ceres Unified School District
- Hayward Unified School District
- Paso Robles Joint Unified 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 Amendment and Extension to Learning Explorer Agreement.
Background Information: Ed Tech JPA awarded RFP No. 19/20-07 Media Repository Platform to Learning Explorer LLC at the July 30, 2020 board meeting. Learning Explorer LLC went through a corporate reorganization and has been replaced by Learning Explorer, Inc. Learning Explorer 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 a name change and extension with Learning Explorer, Inc..

*Ratify

4. Approve Amendment to Agreement and Pricing to the Instructure Agreement.
Background Information: Ed Tech JPA awarded RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Certica Solutions at the January 23, 2020 board meeting. A name change to Instructure, Inc. was approved at the June 24, 2021 board meeting.
The Master Agreement specifies Instructure may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, Certica'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 Certica did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate additional products and update pricing with Instructure.

*Ratify

5. Approve Amendment to Illuminate/Renaissance Agreement.
Background Information: Ed Tech JPA awarded RFP No. 20/21-03 Social and Emotional Learning Assessment System to Illuminate Education, Inc. ("Illuminate") at the May 27, 2021 board meeting. Renaissance Learning, Inc. ("Renaissance") has recently acquired Illuminate. Agreements with Illuminate shall be assumed by Renaissance.

Recommendation: Approve an amendment to the existing agreement and with a name change with Renaissance.

*Ratify

6. Approve Award of RFP No. 22/23-03 Learning Management Solutions to Edupoint Educational Systems for sections 1, 2, 3.1 - 3.9 & 4.
Background information:
RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. Edupoint Educational Systems submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.9 & 4.
Recommendation: Approve Resolution No. 23-24-02 awarding sections 1, 2, 3.1 - 3.9 & 4 of RFP No. 22/23-03 Learning Management Solutions to Edupoint Educational Systems 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. 22/23-03 Learning Management Solutions to Cordance Operations LLC dba Hapara, Inc. for sections 1, 2, 3.1, 3.3, & 3.6 - 3.9 & 4.
Background information:
RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. Cordance Operations LLC dba Hapara, Inc. submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1, 3.3, 3.6 - 3.9 & 4.
Recommendation: Approve Resolution No. 23-24-03 awarding sections 1, 2, 3.1, 3.3 & 3.6 - 3.9 & 4 of RFP No. 22/23-03 Learning Management Solutions to Cordance Operations LLC dba Hapara, 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 Award of RFP No. 22/23-03 Learning Management Solutions to Instructure, Inc. for sections 1, 2, 3.1 - 3.9 & 4.
Background information:
RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. Instructure, Inc. submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.9 & 4.
Recommendation: Approve Resolution No. 23-24-04 awarding sections 1, 2, 3.1 - 3.9 & 4 of RFP No. 22/23-03 Learning Management Solutions to Instructure, Inc. and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

9. Approve Award of RFP No. 22/23-03 Learning Management Solutions to ParentSquare, Inc. for sections 1, 2, 3.10 & 4.
Background information:

RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. ParentSquare, Inc. submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.10 & 4.

Recommendation: Approve Resolution No. 23-24-05 awarding sections 1, 2, 3.10 & 4 of RFP No. 22/23-03 Learning Management Solutions to ParentSquare, Inc. and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

10. Approve Award of RFP No. 22/23-03 Learning Management Solutions to PowerSchool Holdings LLC dba PowerSchool Group LLC for sections 1, 2, 3.1 - 3.9 & 4.

Background information:

RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. PowerSchool Holdings LLC dba PowerSchool Group LLC submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.9 & 4.

Recommendation: Approve Resolution No. 23-24-06 awarding sections 1, 2, 3.1 - 3.9 & 4 of RFP No. 22/23-03 Learning Management Solutions to PowerSchool Holdings LLC dba PowerSchool Group LLC and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

11. Approve Award of RFP No. 22/23-03 Learning Management Solutions to SchoolsPLP, LLC for sections 1, 2, 3.1 - 3.5 & 3.7 - 3.9 & 4.

Background information:

RFP No. 22/23-03 Learning Management Solutions was conducted pursuant to Board approval at the December 8, 2022 Board meeting. SchoolsPLP, LLC submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.5 & 3.7 - 3.9 & 4.

Recommendation: Approve Resolution No. 23-24-07 awarding sections 1, 2, 3.1 - 3.5 & 3.7 - 3.9 & 4 of RFP No. 22/23-03 Learning Management Solutions to SchoolsPLP, LLC and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

12. Approve Award of RFP No. 22/23-01 Nutrition Management System to Cybersoft Technologies, Inc. dba Cybersoft Technologies (PrimeroEdge product) for sections 1, 2, 3.1 - 3.4, 3.6 -3.9, 3.11 & 4.

Background information:

RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. Cybersoft Technologies, Inc. dba Cybersoft Technologies (PrimeroEdge product) submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.4, 3.6 -3.9, 3.11 & 4.

Recommendation: Approve Resolution No. 23-24-08 awarding sections 1, 2, 3.1 - 3.4, 3.6 -3.9, 3.11 & 4 of RFP No. 23/24-01 Nutrition Management System to Cybersoft Technologies, Inc. dba Cybersoft Technologies (PrimeroEdge product) and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

13. Approve Award of RFP No. 22/23-01 Nutrition Management System to Cybersoft Technologies, Inc. dba Cybersoft Technologies (SchoolCafe product) for sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9, 3.11 & 4.

Background information:

RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. Cybersoft Technologies, Inc. dba Cybersoft Technologies (SchoolCafe product) submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9, 3.11 & 4.

Recommendation: Approve Resolution No. 23-24-09 awarding sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9, 3.11 & 4 of RFP No. 23/24-01 Nutrition Management System t0 Cybersoft Technologies, Inc. dba Cybersoft Technologies (SchoolCafe product)

and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

14. Approve Award of RFP No. 22/23-01 Nutrition Management System to EMS Linq, LLC for sections 1, 2, 3 & 4.
Background information:
RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. EMS Linq, LLC submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3 & 4.
Recommendation: Approve Resolution No. 23-24-10 awarding sections 1, 2, 3 & 4 of RFP No. 23/24-01 Nutrition Management System to EMS Linq, LLC and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

15. Approve Award of RFP No. 22/23-01 Nutrition Management System to MealManage LLC for sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9 - 3.12 & 4.
Background information:
RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. MealManage LLC submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9 - 3.12 & 4.
Recommendation: Approve Resolution No. 23-24-11 awarding sections 1, 2, 3.1 - 3.3, 3.6, 3.7, 3.9 - 3.12 & 4 of RFP No. 23/24-01 Nutrition Management System to MealManage LLC and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

16. Approve Award of RFP No. 22/23-01 Nutrition Management System toTekVisions, Inc for sections 1, 2, 3.12 & 4.
Background information:
RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. TekVisions, Inc submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.12 & 4.
Recommendation: Approve Resolution No. 23-24-12 awarding sections 1, 2, 3.12 & 4 of RFP No. 23/24-01 Nutrition Management System to TekVisions, Inc and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

17. Approve Award of RFP No. 22/23-01 Nutrition Management System to Water Walkers Inc dba Health-e Pro for sections 1, 2, 3.7 & 4.
Background information:
RFP No. 23/24-01 Nutrition Management System was conducted pursuant to Board approval at the February 23, 2023 Board meeting. Water Walkers Inc dba Health-e Pro submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.7 & 4.
Recommendation: Approve Resolution No. 23-24-13 awarding sections 1, 2, 3.7 & 4 of RFP No. 23/24-01 Nutrition Management System to Water Walkers Inc dba Health-e Pro and other qualifying vendors, as approved by the board, with the administrative fee as approved at the February 23, 2023 board meeting.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

List of Attachments
Board Meeting October 26, 2023

Item No.	Page No.	Description
1	8	September 7, 2023 Board Meeting Minutes
2	12	Goals Progress Sheet
3	13	CSBA & CITE partnership information
4	26	LMS RFP Scoring Sheet
5	27	LMS RFP Resolutions
6	39	Nutrition RFP Scoring Sheet
7	40	Nutrition RFP Resolutions
8	53	Check Register

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

September 7, 2023 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 1:04 p.m.

Present:
Brianne Ford with Irvine Unified School District
Kelly Hilton with San Ramon Valley Unified District
Mike McAdam with Fullerton School District
Sean Rozell with Capistrano Unified School District
David Seabury with El Dorado County of Education
Peter Skibitzki with San Juan Unified School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the July 27, 2023 Regular Board Meeting.

Passed with a motion by Kelly Hilton and a second by Sean Rozell.

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye Sean Rozell
Aye Peter Skibitzki

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 Kelly Hilton and a second by Sean Rozell.

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam

Aye Sean Rozell
Aye David Seabury
Aye Peter Skibitzki

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: The annual audit is underway.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership
Minutes: Membership was discussed.

7.b. Communications
Minutes: The upcoming CITE conference presentation and vendor booth; CSBA affiliate membership; Ed Week Presentation Conference for vendors; CASBO presentations were discussed and recent and planned communications with members were discussed.

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 Kelly Hilton and a second by Sean Rozell.

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye Sean Rozell
Aye David Seabury
Aye Peter Skibitzki

9. ITEMS REMOVED FROM CONSENT AGENDA
9.a. Items Removed from Consent Agenda: None.

10. ITEMS OF BUSINESS (ACTION)

10.a. Approve Unaudited Actuals SACS Report

Motion Passed: Approve the unaudited actuals SACS report as presented, pursuant to California Education Code Section 42100.

Passed with a motion by Kelly Hilton and a second by Sean Rozell.

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye Sean Rozell
Aye David Seabury
Aye Peter Skibitzki

10.b. Increase approved expenditure with Hallstrom, Klein & Ward, LLP (HKW) to total not to exceed ten thousand dollars ($10,000.00)

Motion Passed: Approve increasing the approved expenditure with Hallstrom, Klein & Ward, LLP by an additional $5,000.00, totaling an amount not to exceed $10,000.00 to respond to USPTO Office Actions and file for the Supplementary Registry.

Passed with a motion by Kelly Hilton and a second by Sean Rozell.

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye Sean Rozell
Aye David Seabury
Aye Peter Skibitzki

Sean Rozell left the meeting.
Peter Skibitzki left the meeting.

10.c. Approve Annual Evaluation Report

Motion Passed: Approve the Annual Evaluation Report for 2022-23 as presented

Passed with a motion by Kelly Hilton and a second by David Seabury

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye David Seabury

10.d. Approve Annual Plan.

Motion Passed: Approve the Annual Plan for 2023-24 as presented.

Passed with a motion by Kelly Hilton and a second by David Seabury

Aye Brianne Ford
Aye Kelly Hilton
Aye Mike McAdam
Aye David Seabury

11. ITEMS FOR DISCUSSION

11.a. Review Quarterly Report application and discuss usage
Minutes: Planned development, necessary reports, and features were previewed and discussed.

11.b. Marketing Materials for 2023-24
Minutes: Shirts, owls with teal shirts, pens, updated signage (pop-up ones from IUSD Print Shop), and lunchbags requested for the booth at CITE.

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 2:07 p.m.

Passed with a motion by Kelly Hilton and a second by David Seabury.

Aye	Brianne Ford
Aye	Kelly Hilton
Aye	Mike McAdam
Aye	David Seabury

Future Meetings
October 26, 2023

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

2023-24 ANNUAL GOALS PROGRESS REPORT

October 2023

The Education Technology Joint Powers Authority (Ed Tech JPA) aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities.

CURRENT POSITION

June 30, 2022	October 19, 2023	Goal for June 2024
153 Members	159 Members	170 Members
2,054,995 Students	2,258,873 Students	
20 Completed Procurements	22 Completed Procurements	24 Completed Procurements
61 Available Contracts	64 Available Contracts	
$191,655.72 Admin Fee Revenue 2022-23	$92,670.00 Admin Fee Revenue 2023-24	$250K Admin Fee Revenue 2023-24

CSBA
BUSINESS*affiliate*
PROGRAM

HELPING YOU MEET YOUR PROGRAM GOALS BECOME AN AFFILIATE TODAY!



// CONTENT

› **About CSBA Business Affiliate Program** / 3

› **Business Affiliate Program Investment Levels** / 5

» Platinum Affiliate Level / 5

» Gold Affiliate Level / 7

» Silver Affiliate Level / 9

» Bronze Affiliate Level / 11

» At-a-glance comparison / 12

CALIFORNIA'S PUBLIC EDUCATION DECISION MAKERS ARE HERE.

ARE YOU?

The CSBA Business Affiliate program provides a coordinated approach to forging special relationships with our member districts and COEs.

CSBA introduces its members directly to business affiliate companies, providing the unique opportunity for affiliates to shape current and potential customer attitudes toward products and services. And with CSBA affiliation, you gain instant credibility with California's public education community!

OUR REACH

7,000 decision makers spend more than **$85 billion** each year to equip, maintain and operate K-12 schools



BOARD MEMBERS

960+ SUPERINTENDENTS

1,000+ EXECUTIVE ASSISTANTS



CALIFORNIA'S SCHOOL DISTRICTS AND COEs

700+ CHIEF BUSINESS OFFICIALS



INVESTMENT LEVELS

Several investment levels are available for Business Affiliates, providing a wide range of opportunities for your company to showcase its products and services:

PLATINUM AFFILIATE

$40,000 ANNUALLY

BECOME A CSBA AFFILIATE

BENEFITS

Visibility at CSBA's Annual Education Conference and Trade Show (Invitation only):

- Access to AEC attendees list
- **FREE** booth space up to $2,200 (Premium Inline and Corner Premium) ***1st OPPORTUNITY***
- Opportunity to **SPONSOR** AEC related events and promotional awareness
- Opportunity to **SPONSOR** a Golden Bell award category
- Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee

Advertisements in CSBA publications:

- Annual company listing in winter issue of *California Schools Magazine*
- Ads in *California Schools Magazine*, *California School News* monthly newsletter *6x PER YEAR*
- Quarterly ad space in weekly e-blasts *6x PER YEAR*
- Quarterly presence on social media outlets
- Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- 75% discount on additional advertising for newsletter and magazine
- **FREE** advertorial space

Year-round visibility on CSBA website (csba.org):

- Company listing in CSBA's online Business Directory
- Use of the CSBA Business Affiliate logo
- Additional website presence throughout the calendar year

Exclusive in-person presentation opportunities (Invitation only):

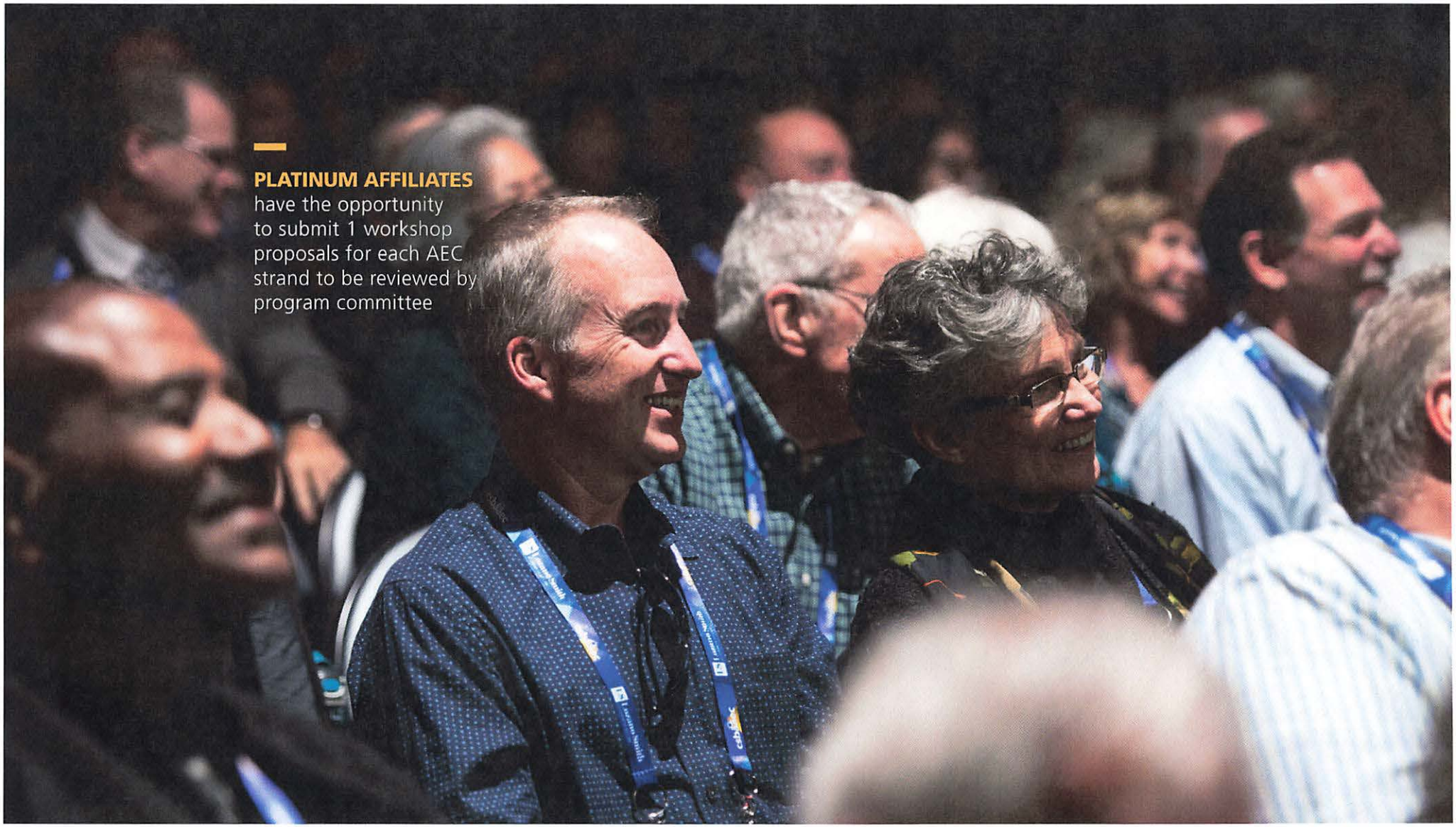
- MIG or New Member Training Introduction
- Opportunity to provide content for the Online Learning Center
- Opportunity to present at the Leadership Institute
- Priority to Sponsor Coast 2 Coast DC Trip Events

Available to law firm affiliates only

- Opportunity to Co-Author Briefs and Facts sheets with Research and Education Policy Development department
- Opportunity to provide content for webinars, publications, and guidance for the Legal Department
- Opportunity to conduct policy research for the Legal Department and Policy Team
- Provide Brown Act Training
- Opportunity to write Amicus Briefs for CSBA's Education Legal Alliance

Additional business growth and development opportunities:

- Opportunity to purchase GAMUT Meetings for a 20% discount
- Eligible to present product/service content to the PACER Team (invite only)
- Legal & Policy Update Webinar: Impacts on buying decisions
- Budget Cycle Webinar



PLATINUM AFFILIATES
have the opportunity to submit 1 workshop proposals for each AEC strand to be reviewed by program committee

GOLD AFFILIATE

$25,000 ANNUALLY

BECOME A CSBA AFFILIATE

BENEFITS

Invitation only visibility at CSBA's Annual Education Conference and Trade Show (AEC):

- Access to AEC attendees list
- **FREE** booth space up to $2,200 (Premium Inline and Corner Premium) ***2nd OPPORTUNITY***
- Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- Opportunity to **SPONSOR** AEC related events and promotional awareness
- Opportunity to **SPONSOR** a Golden Bell award category

Advertisements in CSBA publications:

- Annual company listing in winter issue of *California Schools Magazine*
- Ads in *California Schools Magazine*, *California School News* monthly newsletter *4x PER YEAR*
- Quarterly ad space in weekly e-blasts *4x PER YEAR*
- Quarterly presence on social media outlets
- Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- 50% discount on additional advertising for newsletter and magazine
- 50% discount on purchase of advertorial space

Year-round visibility on CSBA website (csba.org):

- Company listing in CSBA's online Business Directory
- Use of the CSBA Business Affiliate logo
- Additional website presence throughout the calendar year

Exclusive in-person presentation opportunities (Invitation only):

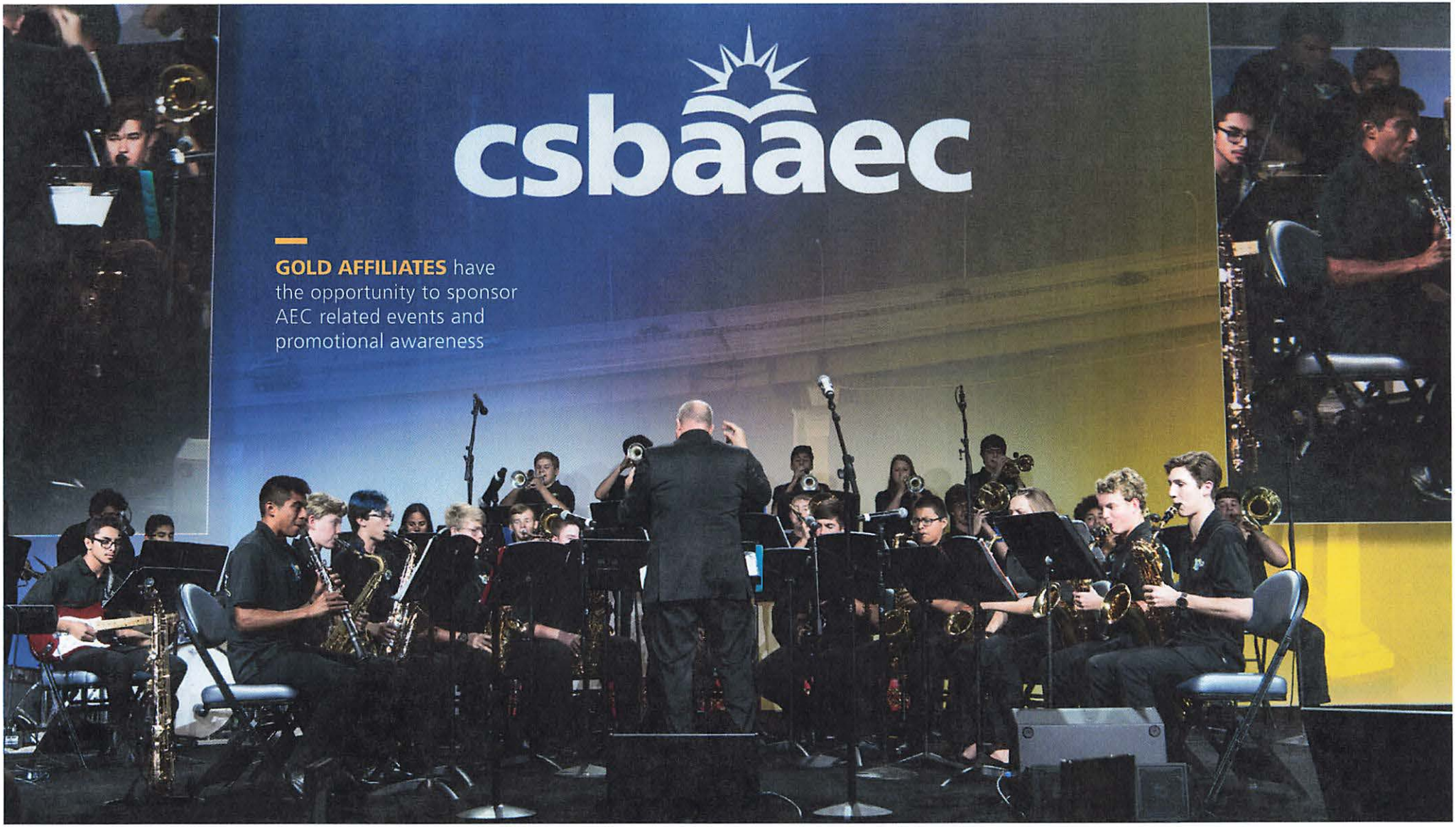
- Opportunity to provide content for the Online Learning Center
- Opportunity to sponsor Coast 2 Coast DC Trip events

Available to law firm affiliates only

- Opportunity to provide content for webinars, publications, and guidance for the Legal Department
- Provide Brown Act Training
- Opportunity to write Amicus Briefs for CSBA's Education Legal Alliance

Additional business growth and development opportunities:

- Opportunity to purchase GAMUT Meetings for a 20% discount
- Eligible to present product/service content to the PACER Team (invite only)
- Legal & Policy Update Webinar: Impacts on buying decisions
- Budget Cycle Webinar


csbaaec
GOLD AFFILIATES have the opportunity to sponsor AEC related events and promotional awareness

SILVER AFFILIATE

$15,000 ANNUALLY

BECOME A CSBA AFFILIATE

BENEFITS

Visibility at CSBA's Annual Education Conference and Trade Show (Invitation Only):

- Access to AEC attendees list
- **FREE** booth space up to $2,200 (Premium Inline and Corner Premium) ***3rd OPPORTUNITY***
- Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- Opportunity to **SPONSOR** AEC related events and promotional awareness
- Opportunity to **SPONSOR** a Golden Bell award category

Advertisements in CSBA publications:

- Annual company listing in winter issue of *California Schools Magazine*
- Ads in *California Schools Magazine*, *California School News* monthly newsletter *3x PER YEAR*
- Quarterly ad space in weekly e-blasts *3x PER YEAR*
- Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- 25% discount on additional advertising for newsletter and magazine
- 25% discount on advertorial space purchase

Available to law firm affiliates only

- Opportunity to provide content for webinars, publications, and guidance for the Legal Department

Exclusive in-person presentation opportunities (Invitation only):

- Opportunity to provide content for the Online Learning Center

Year-round visibility on CSBA website (csba.org):

- Company listing in CSBA's online Business Directory
- Use of the CSBA Business Affiliate logo
- Additional website presence throughout the calendar year

Additional business growth and development opportunities:

- Opportunity to purchase GAMUT Meetings for a 20% discount
- Eligible to present product/service content to the PACER Team (invite only)


SILVER AFFILIATES offers the opportunity to provide content for the Online Learning Center

BRONZE AFFILIATE

$5,000 ANNUALLY

BECOME A CSBA AFFILIATE

BENEFITS

Visibility at CSBA's Annual Education Conference and Trade Show (Invitation Only):

- Access to AEC attendees list
- $1,000 credit to be used towards booth space
- Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- Opportunity to **SPONSOR** AEC related events and promotional awareness
- Opportunity to **SPONSOR** a Golden Bell award category

Advertisements in CSBA publications:

- Annual company listing in winter issue of *California Schools Magazine*
- Quarterly ad space in weekly e-blasts *2x PER YEAR*
- Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- 10% discount on additional advertising for newsletter and magazine
- 10% discount on advertorial space purchase

Year-round visibility on CSBA website (csba.org):

- Company listing in CSBA's online Business Directory
- Use of the CSBA Business Affiliate logo

Additional business growth and development opportunities:

- Opportunity to purchase GAMUT Meetings for a 20% discount

COMPARISON

BUSINESS AFFILIATE PROGRAM AT-A-GLANCE

		BRONZE AFFILIATE	SILVER AFFILIATE	GOLD AFFILIATE	PLATINUM AFFILIATE
WEBSITE	Company listing in CSBA's online Business Directory	•	•	•	•
	Use of the CSBA business affiliates logo	•	•	•	•
	Additional website presence throughout the calendar year		•	•	•
PUBLICATIONS	Annual company listing in winter issue of *California Schools Magazine*	•	•	•	•
	Ads in *California Schools Magazine*, *California School News* monthly newsletter		3x	4x	6x
	Ad space in weekly e-blasts	2x	3x	4x	6x
	Quarterly presence on social media outlets			•	•
	Logo placement in weekly e-blast, newsletters, magazine, social media	•	•	•	•
	Discount on additional advertising for *California School News* newsletter and *CA Schools Magazine*	10%	25%	50%	75%
	Discount on advertorial space reservations	10%	25%	50%	FREE
CSBA'S ANNUAL EDUCATION CONFERENCE AND TRADE SHOW (AEC)	Access to AEC attendees list	•	•	•	•
	$1,000 credit to be used towards booth space	•			
	Free booth space up to $2,200 (Premium Inline and Corner Premium) **3rd opportunity**		•		
	Free booth space up to $2,200 (Premium Inline and Corner Premium) **2nd opportunity**			•	
	Free booth space up to $2,200 (Premium Inline and Corner Premium) **1st opportunity**				•
	Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee	•	•	•	•
	Opportunity to sponsor AEC-related events and promotional awareness	•	•	•	•
	Opportunity to sponsor a Golden Bell award category	•	•	•	•
MEMBER FACING EXPOSURE *(INVITATION ONLY)*	MIG or new member training introduction			•	•
	Opportunity to provide content for the Online Learning Center		•	•	•
	Opportunity to present at the Leadership Institute			•	•
	Priority to sponsor Coast 2 Coast DC Trip Events			•	•
	● Opportunity to co-author CSBA briefs and facts sheets				•
	● Opportunity to provide content for legal webinars, publications and guidance		•	•	•
	● Priority to conduct research for the Legal and Policy Departments		•	•	•
	● Provide Brown Act training			•	•
	● Opportunity to write Amicus Briefs for the Office of the General Counsel			•	•
	● AVAILABLE TO LAW FIRM AFFILIATES ONLY				
BUSINESS GROWTH AND DEVELOPMENT OPPORTUNITIES	Opportunity to purchase GAMUT Meetings	•	•	•	•
	Present product/service content to the PACER Team		•	•	•
	Legal & Policy Update Webinar: Impacts on buying decisions *INVITE ONLY*			•	•
	Budget Cycle Webinar *JANUARY INVITE ONLY*			•	•

BACK

BECOME A CSBA BUSINESS AFFILIATE TODAY!

As an affiliate, you are building a strong relationship with California's top k-12 decision makers.

READY TO JOIN?

Complete our online application at **csba.org/BusinessAffiliates** or email us at contact us at **businessaffiliates@csba.org** for more information.

Business Affiliates. Business Affiliate program revenues are used by CSBA and the California School Boards Foundation, a 501(c)(3) entity, to provide training opportunities and services for school governance leaders who work on behalf of California's schoolchildren. Twenty percent (20%) of your membership will automatically be donated to the California School Boards Foundation (CSBF) (Federal Tax ID: 94-1623582). Contributions or gifts to CSBF are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code. You may choose to opt out of this voluntary contribution when you initiate participation in the program and your entire investment will be applied to association operations. Your investment level will not change.

Learning Management Systems Ed Tech JPA Scoring						
Vendor Name	**Edupoint**	**Hapara**	**Instructure**	**ParentSquare**	**PowerSchool**	**SchoolsPLP**
All Forms Complete	Pass	Pass	Pass	Pass	Pass	Pass
Federal Forms	Pass	Pass	Pass	Pass	Pass	Pass
1 Vendor Experience and Ability to Perform - 20%	Pass	Pass	Pass	Pass	Pass	Pass
2 Technology - 25%	Pass	Pass	Pass	Pass	Pass	Pass
3.1 Core LMS	Pass	Pass	Pass	Incomplete	Pass	Pass
3.2 Communication	Pass	Fail	Pass	Incomplete	Pass	Pass
3.3 Collaboration	Pass	Pass	Pass	Incomplete	Pass	Pass
3.4 Assessments	Pass	Fail	Pass	Incomplete	Pass	Pass
3.5 Data and Reports	Pass	Incomplete	Pass	Incomplete	Pass	Pass
3.6 Mobile Funtionality	Pass	Pass	Pass	Incomplete	Pass	Fail
3.7 Content Authoring	Pass	Pass	Pass	Incomplete	Pass	Pass
3.8 Course Management	Pass	Pass	Pass	Incomplete	Pass	Pass
3.9 Gradebook	Pass	Pass	Pass	Incomplete	Pass	Pass
3.10 Notification System	Fail	Incomplete	Fail	Pass	Fail	Fail
3.11 Authenticity Validation Tools	Incomplete	Incomplete	Fail	Incomplete	Fail	Fail
4 Price - 30%	Pass	Pass	Pass	Pass	Pass	Pass
Federal Forms	Pass	Pass	Fail	Pass	Pass	Pass

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-02

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Edupoint Educational Systems ("Edupoint") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Edupoint; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to Edupoint.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-03

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Cordance Operations LLC dba Hapara, Inc. ("Hapara") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Hapara; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to Hapara.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-04

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Instructure, Inc. ("Instructure") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Instructure; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to Instructure.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-05

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by ParentSquare, Inc. ("ParentSquare") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with ParentSquare; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to ParentSquare.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-06

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by PowerSchool Holdings LLC dba PowerSchool Group LLC ("PowerSchool") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with PowerSchool; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to PowerSchool.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-07

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a learning management solution and related services in order to accommodate Founding Member and Associate Members' current and future learning management solution needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 22/23-03 Learning Management Solutions and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by SchoolsPLP, LLC ("SchoolsPLP") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with SchoolsPLP; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of notification system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Intrado meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a learning management solution to SchoolsPLP.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Nutrition Management Systems Ed Tech JPA Scoring						
Vendor Name	**Cybersoft - SchoolCafe**	**Cybersoft - Primero Edge**	**Health-e Pro**	**Linq**	**Meal Manage**	**TekVisions**
All Forms Complete	Pass	Pass	Pass	Pass	Pass	Pass
1 Vendor Experience and Ability to Perform - 20%	Pass	Pass	Pass	Pass	Pass	Pass
2 Technology - 25%	Pass	Pass	Pass	Pass	Pass	Incomplete
3.1 Point-Of-Sale	Pass	Pass	Incomplete	Pass	Pass	Incomplete
3.2 Application Processing	Pass	Pass	Incomplete	Pass	Pass	Incomplete
3.3 Parent Portal and PrePayments	Pass	Pass	Incomplete	Pass	Pass	Incomplete
3.4 Inventory Management	Fail	Pass	Incomplete	Pass	Fail	Incomplete
3.5 Procurement	Fail	Fail	Fail	Pass	Incomplete	Incomplete
3.6 Production	Pass	Pass	Fail	Pass	Pass	Incomplete
3.7 Menu Planner/Nutrition	Pass	Pass	Pass	Pass	Pass	Incomplete
3.8 Distribution/Central Kitchen Support	Fail	Pass	Fail	Pass	Incomplete	Incomplete
3.9 Catering	Pass	Pass	Incomplete	Pass	Pass	Incomplete
3.10 Non-Nutrition Payment Processing	Fail	Fail	Incomplete	Pass	Pass	Incomplete
3.11 Reporting and Analysis	Pass	Pass	Fail	Pass	Pass	Incomplete
3.12 Point-of-Sale Terminals	Fail	Fail	Incomplete	Pass	Pass	Pass
4 Price - 30%	Pass	Pass	Pass	Pass	Pass	Pass
Final Evaluation	Pass	Pass	Pass	Pass	Pass	Pass

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-08

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Cybersoft Technologies, Inc. dba Cybersoft Technologies for the PrimeroEdge product (PrimeroEdge) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with PrimeroEdge; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, PrimeroEdge meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to PrimeroEdge.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-09

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Cybersoft Technologies, Inc. dba Cybersoft Technologies for the SchoolCafe product (SchoolCafe) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with SchoolCafe; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, SchoolCafe meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to SchoolCafe.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-10

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by EMS Linq, LLC ("Linq") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Linq; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Linq meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to Linq.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-11

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by MealManage LLC ("MealManage") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with MealManage; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, MealManage meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to MealManage.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-12

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by TekVisions, Inc ("TekVisions") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with TekVisions; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, TekVisions meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to TekVisions.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Education Technology Joint Powers Authority
RESOLUTION No. 23-24-13

AWARD OF MASTER AGREEMENT FOR NUTRITION MANAGEMENT SYSTEM

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for a nutrition management system and related services in order to accommodate Founding Member and Associate Members' current and future nutrition management system needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") 23/24-01 Nutrition Management System and received six responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3)Technology Requirements, and (4) Price; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Water Walkers Inc dba Health-e Pro ("Health-e Pro") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Health-e Pro; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the parties;

WHEREAS, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.

2. The Board finds that the procurement of nutrition management system and related services qualifies as procurement under Public Contract Code section 20118.2.

3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Health-e Pro meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.

4. The Board awards Master Agreements for a notification system to Health-e Pro.

5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 26th day of October, 2023.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

Projected Procurement List

RFP	Current Exp Date	Projected Release	Projected Closing Date	Projected Award Date	RFP Board Approval	Sponsoring Member	Notes
2023/24 PROCURMENTS:							
Learning Management Systems (2022/23 procurement)	5/9/24	5/15/23	7/13/23	10/26/23	12/8/22	Irvine	
Nutrition	3/27/24	7/28/23	9/15/23	10/26/23	2/23/23	Irvine	Renewal JPA RFP - This window may allow for start of school adoptions on new agmt
Electronic Document Routing	5/29/24	10/23/23	12/4/23	2/29/24	5/25/23	Clovis	
Assessment	12/4/24	9/14/23	10/19/23	1/25/24	7/27/23	Irvine	Combine with Educational Inteliigence & Analytics RFP
Educational Intelligence	1/22/25	include with assessment					
Security and IT Admin	N/A	9/15/23	12/13/23	2/29/24 *may be additional later award dates	1/26/23	Irvine	project management, help desk, device management, classroom management & online safety, cloud hosting & mgmt, and enterprise resource performance will all be part ofthis
Classroom Management	6/26/24	include in security RFP					
Help Desk	No Agmts	include in security RFP					
MDM	3/28/25	include in security RFP					
IUSD Specific: Technology Equipment & Peripherals	12/31/24	April 2024	May 2024	July 2024	N/A?	Irvine Procurement	
PROCUREMENT BREAK DUE TO CONTRACTS RUSH March - June							
Projected Renewals							
SIS	2/16/25	Summer 24/25?		Fall 24/25?			
College and Career	5/27/25	Fall 24/25?		Winter 24/25?			*IUSD will not use again. Look into SDUSD project management assisting and another Founding Member releasing
Media Repository	8/30/25	Fall 24/25?		Winter 24/25?			
Identity Management	1/5/26	Winter 24/25?		Spring 24/25?			
Web Design & Hosting	3/16/26	Summer 25/26?		Fall 25/26?			
Social & Emotional Learning Assessement	5/27/26	Fall 25/26?		Winter 25/26?			
Facilities	12/14/26	Winter 25/26?		Spring 25/26?			
English Learner Program Management Systems	8/31/27	Fall 26/27?		Winter 26/27?			
Human Resources & Substitute Management Systems	10/31/27	Winter 26/27?		Spring 26/27?			
Professional Learning (Registration and On-Demand Content)	2/23/28	Spring 26/27?		Summer 27/28?			
Notification	3/24/28	Summer 27/28		Fall 27/28?			
Learning Management Systems	EST 6/2028						

Check Register

ACCOUNT	YEAR	PER	JOURNAL	EFF DATE	POST DATE	SRC	AMOUNT	P	CHECK NO	WARRANT	VOUCHER	VDR NAME/ITEM DESC
580009-820-0000-8200-7200-7110-0-60082- -82	2024	3	1592	09/13/2023	09/14/2023	API	2,944.36	Y	663096	091423WB	869282	ORANGE COUNTY REGISTER
580009-820-0000-8200-7200-7110-0-60082- -82	2024	3	1592	09/13/2023	09/14/2023	API	3,256.20	Y	663096	091423WB	869283	ORANGE COUNTY REGISTER
580005-820-0000-8200-7200-7110-0-60082- -82	2024	3	2706	09/20/2023	09/21/2023	API	5,000.00	Y	663386	092123WB	871137	HALLSTROM KLEIN AND WARD LLP
580005-820-0000-8200-7200-7110-0-60082- -82	2024	3	3001	09/22/2023	09/22/2023	API	37,208.98	Y	663615	92623WB	871522	FAGEN FRIEDMAN AND FULFROST LLP
580005-820-0000-8200-7200-7110-0-60082- -82	2024	3	3001	09/22/2023	09/22/2023	API	17,933.70	Y	663615	92623WB	871522	FAGEN FRIEDMAN AND FULFROST LLP
580005-820-0000-8200-7200-7110-0-60082- -82	2024	3	3605	09/26/2023	09/29/2023	API	2,007.50	Y	663788	092923WB	872615	FAGEN FRIEDMAN AND FULFROST LLP
580002-820-0000-8200-7190-7110-0-60082- -82	2024	3	3605	09/26/2023	09/29/2023	API	700.00	Y	663779	092923WB	872624	EIDE BAILLY LLP
580002-820-0000-8200-7190-7110-0-60082- -82	2024	3	3605	09/26/2023	09/29/2023	API	1,800.00	Y	663779	092923WB	872624	EIDE BAILLY LLP
430008-820-0000-8200-7200-7110-0-60082- -82	2024	4	1040	10/04/2023	10/05/2023	API	631.47	Y	664253	100523WB	874184	VITAL IMAGE PROMOTIONAL MARKETING
580002-820-0000-8200-7200-7110-0-60082-ADMIN-82	2024	4	1116	10/04/2023	10/05/2023	API	33,262.02	Y	664118	100523WB	874100	IRVINE UNIFIED SCHOOL DISTRICT
545001-820-0000-8200-7200-7110-0-60082- -82	2024	4	2055	10/11/2023	10/12/2023	API	2,584.48	Y	664294	101223WB	875429	ALLIANT INSURANCE SERVICES INC

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

October 26, 2023 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:
Jeremy Davis called the meeting to order at 1:04 PM.

Present:
Michelle Bennett 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
Jeremy Davis with Fullerton School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the September 7, 2023 Regular Board Meeting.

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

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury
Abstain Jeremy Davis
Aye Sean Rozell

3. PUBLIC COMMENT

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

4. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

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

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury

Aye Jeremy Davis
Aye Sean Rozell

5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS
Minutes: Board members shared their district/counties' situations related to purchases and administrative matters.

MIke McAdam joined the meeting.

6. ACCEPTANCE OF TREASURER REPORT
Minutes: First quarter Quarterly Reports are being submitted.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership
Minutes: Membership was discussed.

7.b. Communications
Minutes: Digital Promise's press release, The upcoming CITE conference presentation and vendor booth were discussed.

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 David Seabury and a second by Sean Rozell.

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury
Aye Mike McAdam
Aye Sean Rozell

9. ITEMS REMOVED FROM CONSENT AGENDA
9.a. Items Removed from Consent Agenda: None.

10. ITEMS OF BUSINESS (ACTION)

10.a. Approve primary and secondary designees for El Dorado County Office of Education.

Motion Passed: Approve:
David Seabury as the primary designee for El Dorado County Office of Education;
Kevin Monsma as the secondary designee for FEl Dorado County Office of Education.

Passed with a motion by Mike McAdam and a second by Kelly Hilton.

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury
Aye Mike McAdam
Aye Sean Rozell

10.b. Increase marketing budget to support California School Boards Association (CSBA) and California IT in Education (CITE) potential partnerships.

Motion to Table: Postpone the discussion regarding increasing the marketing budget to support California School Boards Association (CSBA) and California IT in Education (CITE) partnerships until future board meetings.

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

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury
Aye Mike McAdam
Aye Sean Rozell

Brianne Ford joined the meeting.

11. ITEMS FOR DISCUSSION
11.a. Partner Portal demonstration and discussion
Minutes:

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 2:01pm.

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

Aye Michelle Bennett
Aye Kelly Hilton
Aye David Seabury
Aye Mike McAdam
Aye Sean Rozell

Future Meetings
December 7, 2023

Attachment #9

Agenda and Minutes from the May 30, 2024 Board meeting at which Master Agreement was amended

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

AGENDA
REGULAR MEETING GOVERNING BOARD
1:00 P.M. May 30, 2024

Ed Tech JPA will hold a Board meeting on May 30, 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	Susan Rutledge

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	Susan Rutledge/alternate Michael Johnston
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. Public Hearing: Ed Tech JPA 2024-25 Budget

Background information: The California Education Code requires the Board to conduct a Public Hearing on its fiscal year budget prior to its adoption of said budget. On May 30, 2024, the Board has scheduled a Public Hearing for the 2024-25 Adopted Budget at 1:00 p.m. The Public Hearing will be held at 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, and San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526. The Budget Adoption is scheduled to be brought to the Board for consideration at the next regularly scheduled Board meeting.

Recommendation: Hold a public hearing and consider all comments regarding the 2024-25 Budget.

Motion:

10.b. Approve Issuance of Student Information Systems RFP

Background Information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Student Information Systems.

Recommendation: Approve Resolution No. 23-24-44 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

10.c. Approve Issuance of Media Repository Solutions RFP

Background Information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Media Repository Solutions.

Recommendation: Approve Resolution No. 23-24-45 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

10.d. Approve Issuance of Identity Management Solutions RFP

Background Information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: Identity Management Solutions.

Recommendation: Approve Resolution No. 23-24-46 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

10.e. Approve Proposed Updated Regular Board Meeting Schedule
Background Information: The previously approved Board Meeting Schedule has been updated.

Recommendation: Approve the Regular Board meeting Schedule as attached, with the understanding that dates may change as needed by Board Members.

Motion:

11. Items for Discussion

11.a. Discuss Administrative Fee Restructure

Closing Items

12. Adjournment

Future Meetings

June 27, 2024

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Public Hearing: Ed Tech JPA 2024-25 Budget

The California Education Code requires the Board to conduct a Public Hearing on its fiscal year budget prior to its adoption of said budget. On May 30, 2024, the Board has scheduled a Public Hearing for the 2024-25 Adopted Budget at 1:00 p.m. The Public Hearing will be held at 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, and San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526. The Budget Adoption is scheduled to be brought to the Board for consideration at the next regularly scheduled Board meeting.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Consent Agenda
REGULAR MEETING GOVERNING BOARD
1:00 P.M. May 30, 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:

- Sacramento Valley Charter School
-

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 Image X Agreement.
Background Information: Ed Tech JPA awarded RFP No. 20/21-02 Web Design & Hosting to Image X Media Inc ("Image X") at the March 25, 2021 board meeting. Image X 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 Image X to extend the term for a total of five (5) years.

*Ratify

4. Approve Amendment to Agreement and Pricing to the Linq Agreement.
Background Information: Ed Tech JPA awarded RFP No. 23/24-01 Nutrition Management System to EMS Linq LLC ("Linq")s at the October 26, 2023 board meeting.
The Master Agreement specifies Linq may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, 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 Linq did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate a la carte products and update pricing with Linq.

*Ratify

5. Approve Extension of Securly Agreement.
Background Information: Ed Tech JPA awarded RFP No. 18/19-05 Classroom Management and Student Online Safety System to Secruly, Inc. ("Securly") at the June 27, 2019 board meeting. Securly 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 Securly to extend the term for a total of five (5) years.

*Ratify

6. Approve Amendment to Agreement and Pricing to the PrimeroEdge Agreement.
Background Information: Ed Tech JPA awarded RFP No. 23/24-02 Nutrition Management System to Cybersoft Technologies, Inc. for the PrimeroEdge product ("PrimeroEdge") at the October 26, 2023 board meeting. The Master Agreement specifies PrimeroEdge may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, its 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 PrimeroEdge did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate additional products and update pricing with PrimeroEdge.

*Ratify

7. Approve Amendment to Agreement and Pricing to the School Cafe Agreement.
Background Information: Ed Tech JPA awarded RFP No. 23/24-02 Nutrition Management System to Cybersoft Technologies, Inc. for the School Cafe product ("School Cafe") at the October 26, 2023 board meeting. The Master Agreement specifies School Cafe may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, its 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 School Cafe did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate additional products and update pricing with School Cafe.

*Ratify

8. Approve Amendment to Agreement and Pricing to the Finalsite - Web Design & Hosting Agreement.
Background Information: Ed Tech JPA awarded RFP No. 20/21-02 Web Design & Hosting to Active Internet Technologies, LLC dba Finalsite ("Finalsite - Web Design & Hosting") at the March 25, 2021

board meeting. The Master Agreement specifies Finalsite - Web Design & Hosting may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, its 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 Finalsite - Web Design & Hosting did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate additional products and update pricing with Finalsite - Web Design & Hosting.

*Ratify

9. Approve Amendment to Agreement and Pricing to the Finalsite - Notification Agreement.
Background Information: Ed Tech JPA awarded RFP No. 22/23-02 Notification Systems to Active Internet Technologies, LLC dba Finalsite ("Finalsite - Notification") at the May 25, 2023 board meeting. The Master Agreement specifies Finalsite - Notification may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, its 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 Finalsite - Notification did not have at the time the proposal was submitted.

Recommendation: Approve an amendment to the existing agreement to incorporate additional products and update pricing with Finalsite - Notification.

*Ratify

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

May 30, 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:
Jeremy Davis called the meeting to order at 1:02 PM.

Present:
Sean Rozell with Capistrano Unified School District
Susan Rutledge with Clovis Unified School District
Jeremy Davis with Fullerton School District
David Seabury with El Dorado County of Education

2. APPROVAL OF MINUTES

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

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

Aye Sean Rozell
Aye Susan Rutledge
Aye Jeremy Davis
Aye David Seabury

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 Sean Rozell and a second by David Seabury.

Aye Sean Rozell
Aye Susan Rutledge
Aye Jeremy Davis

Aye David Seabury

Kelly Hilton with San Ramon Valley Unified School District joined the meeting at 1:04 pm.

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. 174 new members, Ventura Unified joined JPA

Brianne Ford with Irvine Unified School District joined the meeting via audio only at 1:20 pm.

7.b. Communications
Minutes: The upcoming CITE conference presentation and vendor booth and CBO mentor program were discussed and recent and planned communications with members were discussed.

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 David Seabury and a second by Sean Rozell

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

9. ITEMS REMOVED FROM CONSENT AGENDA
9.a. Items Removed from Consent Agenda: None.

10. ITEMS OF BUSINESS (ACTION)

10.a. PUBLIC HEARING AND CONSIDER ALL COMMENTS REGARDING THE ED TECH JPA 2024-25 BUDGET

The public hearing for the 2024-25 Adopted Budget was officially opened in accordance with California Education Code requirements. The 2024-25 budget will be brought before the board for consideration at the next regularly scheduled Board meeting.

Public hearing opened and closed with no comments, and no members of the public made comments.

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

10.b. Approve Issuance of Student Information Systems RFP

Motion Passed: Approve Resolution No. 23-24-44 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

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

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

10.c. Approve Issuance of Media Repository Solutions RFP

Motion Passed: Approve Resolution No. 23-24-45 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

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

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

10.d. Approve Issuance of Identity Management Solutions RFP

Motion Passed: Approve Resolution No. 23-24-46 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the April 27, 2023 board meeting.

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

Aye Susan Rutledge
Aye David Seabury
Aye Sean Rozell

Aye Jeremy Davis
Aye Kelly Hilton

10.e. Approve Proposed Updated Regular Board Meeting Schedule

Motion Passed: Approve proposed updated Regular Board Meeting as attached, with the acknowledgement that meetings may be changed at the discretion of the board.

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

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

11. ITEMS FOR DISCUSSION
11.a. Discuss Administrative Fee Restructure
Minutes: A potential Admin Fee restructure was discussed.

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 1:46 pm.

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

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

Future Meetings
June 27, 2024

Docusign Envelope ID: 368540B6-8288-460D-A0DA-5D9C813D680C

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

February 18, 2026

Titan EMS Linq
2801 Via Fortuna Suite 400 Austin, TX 78746

Subject: Renewal of Piggyback

Dear ,

The Oakland Unified School District Food & Nutrition Services is requesting to amend the Piggyback for renewal for the upcoming 2026-2027 school year with Titan EMS Linq. Please fill out, sign and return this letter, including a price increase list (if applicable), no later than Wednesday, March 4, 2026, so that we may recommend for Board Approval.

Price Update Details:

☒ No price increase ☐ Price increase of _____% applied to all items

☐ Variable price increases. Vendor to provide detailed price list with response.

Included as Exhibit B are additional items available to bid for this Piggyback. Please review and include with your response if applicable.

If you indicated a price increase, please provide a brief (1-2 sentence) justification:

_____

_____

_____

☒ Accept renewal of contract Piggyback commencing on July 1, 2026 and ending on June 30, 2027.

☐ Reject the renewal of contract Piggyback.

EMS LINQ, LLC

Company Name

Signed by:
Patrick O'Connor
45B8F4C8C0AC4D6...

Authorized Company Representative Signature

Patrick O'Connor

Print Name

3/2/2026

Date

Docusign Envelope ID: 368540B6-8288-460D-A0DA-5D9C813D680C

EMS LINQ, LLC
Empowering the Business of K-12

2801 Via Fortuna, Suite 400
Austin, TX 78746

Phone: (888) 464-5467
Fax: (737) 358-9282
Email: apope@linq.com

This is not an invoice.

Quote #: Q-163907-1

Customer Contact
Oakland Unified School District

Bill To
Oakland Unified School District
2850 West Street
Oakland, California 94608

RENEWAL CONTACT	EMAIL	SERVICE PERIOD
Aubrey Pope	apope@linq.com	(July 1, 2026 - June 30, 2027)

2026-07-01

QTY	PRODUCT	NET PRICE	TOTAL PRICE
124.00	Nutrition Front of House - Annual Subscription	$895.00	$110,980.00
86.00	Nutrition Back of House Plus - Annual Subscription	$575.00	$49,450.00
1.00	Nutrition Front of House - Annual Subscription	$1,180.00	$1,180.00
1.00	Nutrition Back of House Plus - Annual Subscription	$940.00	$940.00
1.00	Nutrition Front of House - Annual Subscription	$895.00	$895.00
1.00	Central Kitchen (TCEN100)	$828.00	$828.00
1.00	Nutrition Back of House Basic - Annual Subscription	$340.00	$340.00
1.00	Digital Menu Board (TMB101-75)	$184.50	$184.50
139.00	Point of Service Included in Bundle	Included	$0.00
124.00	Student Management, Eligibility & Reporting	Included	$0.00
1.00	Menu Planning	Included	$0.00
86.00	Production Records	Included	$0.00
91.00	Inventory	Included	$0.00
1.00	Purchasing	Included	$0.00
2.00	Point of Service Included in Bundle	Included	$0.00
1.00	Student Management, Eligibility & Reporting	Included	$0.00
2.00	Point of Service Included in Bundle	Included	$0.00
1.00	Student Management, Eligibility & Reporting	Included	$0.00
1.00	Production Records	Included	$0.00

EMS LINQ, LLC all rights reserved
Q-163907

Docusign Envelope ID: 368540B6-8288-460D-A0DA-5D9C813D680C

QTY	PRODUCT	NET PRICE	TOTAL PRICE
1.00	Inventory	Included	$0.00
1.00	Production Records	Included	$0.00

Tax:	$0.00
Shipping:	
Grand Total:	$164,797.50

EMS LINQ, LLC all rights reserved
Q-163907

- The Order Form term will renew for subsequent 12 month terms (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least 30 days before the end of the current term.
- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at https://www.linq.com/legal-msa
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.

Customer:
Signature:
Name:
Business Title:
Authority Level:
Date:

EMS LINQ, LLC all rights reserved
Q-163907

Education Technology Joint Powers Authority

RFP No. 23/24-01
Nutrition Management Systems
PROPOSAL DEADLINE: September 15, 2023, 12:00pm

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE CALLING FOR PROPOSALS

AGENCY:	Education Technology JPA
PROPOSAL DEADLINE:	September 15, 2023 at 12:00 pm
PLACE OF RECEIPT:	Education Technology JPA ℅: Irvine Unified School District Purchasing Department Attn: Michelle Bennett 5050 Barranca Parkway Irvine, California 92604-4652

NOTICE IS HEREBY GIVEN that the Education Technology JPA, acting by and through its Governing Board, hereinafter referred to as "Ed Tech JPA" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFP No. 23/24-01 Nutrition Management System**.

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 August 7, 2023 at 1:00pm pacific time at https://iusd.zoom.us/j/87905711906?pwd=RFc5Q29YdkRGWER4Q1ZBVHkzZlF3QT09.
Vendors who wish to attend this meeting should RSVP to edtechjpa@iusd.org.

Any questions regarding the Request for Proposals shall be directed to edtechjpa@iusd.org, via email only by 12:00 pm on September 1, 2023. All responses will be posted on the Ed Tech JPA's website.

Education Technology JPA
Governing Board

Publish: July 28 & August 4, 2023

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Table of Contents

Table of Contents **2**
1.0 Background and Overview **3**
2.0 Purchase Agreements, Payments & Order Fulfillment **9**
3.0 Instructions to Vendors **11**
4.0 Evaluation and Award **15**
5.0 Rules **19**
6.0 Proposal Format **21**
Appendix A: Standard Master Agreement and Standard Purchase Agreement **23**
Appendix B: Required Forms **46**
Appendix C: Federal Certifications **67**
Appendix D: Pricing Form **72**
Appendix E: Supplementary Materials **76**
Appendix F: Standard Student Data Privacy Agreement (CA-NDPA Standard) **77**
Attachment 1: Proposal Form **100**
Part 1 Vendor Support and Ability to Perform 102
Part 2 Technology Requirements 115
Part 3 Functionality and Usability 123
Part 4 Price 157
Part 5 Exceptions 159

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 nutrition management systems, 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, Irvine Unified School District, has an immediate need for the product. The initiating district will review proposals to determine a Vendor best suited to provide the product for its own needs and anticipates entering into a Purchase Agreement for the product following execution of the Master Agreement awarded pursuant to this RFP.

1.2 Joint Powers Authorities

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

1.3 Ed Tech JPA

Ed Tech JPA is a JPA duly formed and existing under the California Joint Exercise of Powers Act. Ed Tech JPA was formed to aggregate purchasing power and expertise for public 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 nutrition management software and services. Members seek state-of-the-art nutrition management systems (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 a nutrition management system.

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 require 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 five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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 Products(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:

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

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/terminals 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

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

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

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

All official records will be posted on the Ed Tech JPA website:
https://edtechjpa.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 September 15, 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 CD or Flashdrive

Proposals shall be submitted in a sealed box/envelope and shall be clearly marked: “Response to RFP 23/24-01 Nutrition Management System.”

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

3.3 Delivery to Ed Tech JPA

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	July 28 & August 4, 2023
Pre-Proposal Vendor Conference (Non Mandatory)	https://iusd.zoom.us/j/87905711906?pwd=RFc5Q29YdkRGWER4Q1ZBVHkzZlF3QT09	August 7, 2023 1:00pm

	Meeting ID: 879 0571 1906 Passcode: xwEC5F --- Find your local number: https://iusd.zoom.us/u/kdMUqUy84J Meeting ID: 879 0571 1906 Passcode: 933472	
Last Day to Submit Questions (RFIs)	edtechjpa@iusd.org	September 1, 2023 12:00pm
Response to Questions Posted	Ed Tech JPA website	September 8, 2023
Proposals Due	5050 Barranca Pkwy. Attn: Michelle Bennett Irvine, CA 92604	September 15, 2023 12:00pm
Evaluation and Selection of Finalists		September 15 - October 20, 2023
Ed Tech JPA Board Action		*anticipated November 9, 2023

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 nutrition management 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 nutrition management systems and related services. Ed Tech JPA shall not be obligated to accept the lowest priced proposal(s), but will make an award(s) in the best interest of 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 more than limited 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 Fraternization 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 more than limited 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 Participating Association Member 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 Fraternizing** 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".

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Appendix A: Standard Master Agreement and Standard Purchase Agreement

ED TECH JPA MASTER AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management system (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 nutrition management systems 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

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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.

A. 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

B. Vendor must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611
C. The Admin Fee shall **not** be included as an adjustment to Vendor's Proposal and MA pricing.
D. The Admin Fee shall **not** be invoiced or charged to the Participant.
E. 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.
F. 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.

G. 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
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**
_____	_____
By: Brianne Ford	By:
Its: President of the Board	Its:
_____	_____
Date	Date

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Exhibit A

Ed Tech JPA Pricing

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

ED TECH JPA PURCHASE AGREEMENT:
RFP No. 23/24-01 Nutrition Management System

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 July 28, 2023, Ed Tech JPA issued a Request for Proposal for nutrition management systems (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 a nutrition management system 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
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**

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

_____	_____
By:	**By:**
Its:	**Its:**
_____	_____
Date	**Date**

Exhibit A

Order Information and Implementation Plan

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NONCOLLUSION DECLARATION

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

(title) of

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

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

Signature	Date

Vendor Legal Name

Name	Title

City	State

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

The

(Principal) of

(Vendor Name)

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

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

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

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

(name of offeror) that

(Firm name) meets the following qualifications:

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

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

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

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.)

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

NOTICE TO VENDORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The Vendor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR
(AB 1610, 1612 and 2102)

To the Board of Trustees of Participant:

I,

(name)
certify that:

(Name of Vendor)

1. has carefully read and understands the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work it will be performing for the Participant,

(Name of Vendor)
employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature	Date

Vendor Legal Name

Name	Title

City	State

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

DISCLOSURE OF PROPOSAL

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

OR

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Administrative Fee Acknowledgment

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as five hundred dollars ($500.00) for each Participant agreement with Vendor (Individual Transaction) totaling fifteen thousand dollars ($15,000.00) or more, 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. The Administrative Fee shall be waived for each Individual Transaction totaling under fifteen thousand dollars ($15,000.00).

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. 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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Rules Acknowledgement

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

Signature	Date

Vendor Legal Name

Name	Title

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

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

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

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

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

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 (Solution)				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Implementation *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)*				
Training *Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)*				
Other *Please Describe:*				
Annual Recurring Costs				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Tier 1 Licensing *Including but not limited to: Software, Licensing, training materials and release notes.*	_____ licenses to qualify for Tier 1			
Tier 1 Maintenance & Support				
Tier 1 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
Tier 1 Other *Please Describe:*				
Tier 2 Licensing *Including but not limited to: Software, Licensing, training materials and*	_____ licenses to qualify for Tier 2			

release notes.				
Tier 2 Maintenance & Support				
Tier 2 Upgrade & Update Costs *Including but not limited to: Updated training materials and release notes.*				
TIer 2 Other *Please Describe:*				
Optional Services/Solutions				
Item	**Description**	**Unit Cost** *(indicate Flat Cost or Per Student/Staff/User, etc.)*	**One Time Cost** *(Y or N)*	**Price Escalators** *(Years 1 - 5)*
Optional Services/Solutions 1 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the optional Services/Costs OR Future development efforts:			
Optional Services/Solutions 2 *Check box if required to meet minimum requirements of this RFP*	☐ Required to Meet Requirements	☐ Recurring ☐ One-Time		
	If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts:			

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Pricing Form - Online Payment Processing				
Online Payment Processing				
Payment Processing Fees/Rates *(Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. Members are encouraged to get current fees/rates prior to contracting with awarded Vendors)*				
Item	**Criteria** *(Describe criteria for cost tier if applicable, e.g., Participants with > $10,000 in transactions daily)*	**Paid By** *(Indicate if fees can be configured to be paid by the parent/consumer, Participant/organization or either)*	**Rate/Cost Per Transaction**	**Price Escalators** *(Indicate how the price may change, e.g., if increases are tied to federal interest rates or annual adjustments. Identify any limits or maximum increases)*
Flat Rate Per Transaction		☐ Parent/consumer only ☐ Participant/Organization Only ☐ Can be customized by Participant to either Parent/Consumer or Participant/Organization		
Percentage Per Transaction		☐ Parent/consumer only ☐ Participant/Organization Only ☐ Can be customized by Participant to either Parent/Consumer or Participant/Organization		
Other (Describe how Fees are Calculated)				

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Version 1.0 (10.22.20)

Ed Tech JPA

and

Provider

DATE

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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***

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

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

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

4. This DPA shall stay in effect for 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:Procurement Specialist

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

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){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.

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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]

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

EXHIBIT "B"

SCHEDULE OF DATA

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

	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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

Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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."

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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:_____

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

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 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:_____

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Attachment 1: Proposal Form

Contractor Information

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

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

EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

Part 1 Vendor Support and Ability to Perform

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

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

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

	Yes	No	Comments
1.3 Confirm that Vendor will meet the minimum insurance requirements specified in Appendix B. List any insurance requirements Vendor will request a waiver for, if chosen as the Selected Vendor. If the Selected Vendor fails to maintain the required insurance coverages, without a waiver approved by Ed Tech JPA and/or Participant staff, Ed Tech JPA and/or Participant may declare Vendor in breach of the Master Agreement and/or Purchase Agreement. **			
1.4 Confirm that Vendor maintains cyber insurance.			
1.5 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. **			
1.6 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
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 a nutrition management 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
1.12.2 Vendor agrees to bind every subcontractor by the terms and conditions of this RFP, Vendor Proposal and all resulting agreements, including licensing and experience qualifications, as far as such terms and conditions are applicable to the subcontractor(s) work. If Vendor subcontracts any part of this agreement/contract, Vendor shall be fully responsible to the 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. **			

1.13 References

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

Provide customer references for at least five (5) K-12, 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	
Organization/Customer Name	
Name, Title & Contact information for company contact	
Organization/Customer Size - Number of employees/students/licenses	
Implementation length - from contract execution to full implementation	
Installation Date	
Description of system *include number of locations	
Vendor Project manager	

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

Reference #4	
Organization/Customer Name	

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

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

1.14 Implementation

	Yes	No	Comments
1.14.1 Vendor acknowledges and confirms compliance with all processes and requirements defined in RFP Section 2.00: Purchase Agreement Implementation Process. Identify any exceptions or			

deviations from the proposed project approach, site access requirements and Vendor expectations. **			
1.14.2 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. **			
1.14.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
1.14.4 Vendor confirms that its delivery and maintenance employees shall wear distinctive company clothing and display company/employee identification, including the employee photograph and name. Vendor agrees that all Vendor employees who will be on site will adhere to applicable laws and 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. **			
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.			

1.14.6 Specify any minimum system requirements that must be in place prior to implementation.

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. **

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. **

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.

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. **

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

1.14.12 If Vendor is a new provider for a Participant, describe the extent to which Vendor shall coordinate with the previous vendor for implementation of the new Solution. Describe Vendor approach and services supporting customer transitions from incumbent nutrition management 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 6am to 4pm 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).

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.

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 Confirm that the Solution has the ability to integrate student preferred names from the SIS.					
2.4.3 Confirm that the Solution has the ability to import multiple parent/guardian email addresses per student from the SIS.					

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

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

2.4.6 Provide a list of all Student Information Systems ("SIS"), Notification Systems, and/or financial systems, that Vendor's proposed Solution is currently integrated with (Examples: Aeries, Powerschool, Infinite Campus, Bitech, Business Plus, 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 notification system, specify any limitations on the number, frequency or scope of scheduled extracts that Participant agencies can create and use. **

SIS	
Notification Systems	
Financial Systems	

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

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

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

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

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

2.4.10.2 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.

2.4.10.3 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
2.5.1 Confirm that the Vendor's information security policies are documented and available to clients upon request.**					
2.5.2 Confirm that the Solution prevents users from accessing information on students that they are not directly involved with. If the Solution does not allow for students to be secured by teacher, grade-level at a school, and specific school, describe the different permission levels that the Solution can enforce.					
2.5.3 Confirm that Ed Tech JPA and Members may review Vendor internal and/or 3rd party security audits.					
2.5.4 Warrant that Vendor provides background checks on all employees, and/or that only					

employees who have undergone said background checks will have access to Participants' data. **					
2.5.5 Confirm that Vendor requires all employees to sign data handling agreements at hire.					
2.5.6 Certify that Vendor employs and will continue to employ a dedicated CISSP certified security manager, or the equivalent, to test the Solution and run ongoing checks/improvements.					
2.5.7 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.

Part 3 Functionality and Usability

This section should include an in-depth description of the 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 section 3.7 (menu planning) and not sections 3.1 - 3.6 and 3.8 - 3.12 may respond only to the menu planning 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 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 Point-of-Sale				

3.2 Application Processing				
3.3 Parent Portal and PrePayments				
3.4 Inventory Management				
3.5 Procurement				
3.6 Production				
3.7 Menu Planner/Nutrition				
3.8 Distribution/Central Kitchen Support				
3.9 Catering				
3.10 Non-Nutrition Payment Processing				
3.11 Reporting and Analysis				
3.12 Point-of-Sale Terminals				

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.

Front of House

3.1 Point-of-Sale

	Yes	No	P	C	Comments
3.1.1 Confirm that Solution navigation and operations are intuitive, with a uniform look and feel to all aspects of the application.					
3.1.2 Confirm that Participants shall have the ability to color code, resize and arrange buttons to support ease of use and efficient tendering.					
3.1.3 Confirm that the Solution is designed to support efficient tendering, including buttons for common cash denominations and one-touch solutions for calculating change or adding change to a student's account.					
3.1.4 Confirm that the Solution supports a minimum of five (5) students in the queue and the ability for the cashier to easily take those students out-of-sequence (e.g., visible pictures of 5 waiting students, touch the photo to pull up the appropriate student).					
3.1.5 Confirm that the Solution has a smart search to be able to look up accounts within one window. (For example, John Smith, ID 1001 can be searched by "Sm", "j", "jo sm", "1001", etc.).					
**3.1.6 Confirm that the Solution imports and displays student photos to support a positive confirmation of identity by the cashier. **					
3.1.7 Confirm that the Solution shall support the use of a mobile device/tablet as a point of sale terminal.					
**3.1.8 Confirm that the Solution shall allow cashiers to quickly return to previous transactions to make corrections or adjustments (Examples: Cashier made an error in the amount collected from the student,					

student wants an additional item immediately after transaction has been completed). **					
**3.1.9 Confirm that the Solution allows cashiers to review account history and real-time account balances from the Point of Sale. **					
**3.1.10 Confirm that student-specific alerts (e.g., allergies) will display on the cashier's screen, and that these alerts follow students from school to school. **					
3.1.11 Specify whether student-specific alerts (e.g., allergies) may be programmed to prohibit students and staff from purchasing specific items.					
3.1.12 Confirm that the Solution shall prevent back-office staff from overriding student specific alerts and prohibitions for sales of specific items to students.					
3.1.13 Confirm that the Solution has the ability to display date and student-specific events (e.g., Birthday message) on a cashier's terminal.					
3.1.14 Confirm that the Solution has the ability to display student preferred names.					
3.1.15 Confirm that all Participant students shall be available instantly from the line at any location within Participant sites (whether or not they are at a specific school site or enrolled at multiple locations concurrently).					
**3.1.16 Confirm that the Solution provides an efficient and accurate method for daily closing procedures. **					
3.1.17 Confirm that no proprietary hardware is required and that the Solution integrates with a variety of scanners, keypads and point-of-sale terminals.					

3.1.18 Confirm that the Solution allows users to reconcile individual deposits from the back office.					
3.1.19 Confirm that a “Training Mode” will be provided to assist with end user training.					
3.1.20 Confirm that serving sessions and serving times may be restricted by school/site location.					
3.1.21 Confirm that the Solution allows for a single item to be sold as reimbursable or non-reimbursable depending on status, if school is in session, etc.					
3.1.22 Confirm that the Solution has the capability to prohibit specific items from being sold to students and staff via an item button or a-la-carte.					
3.1.23 Confirm that the Solution allows for serving students and staff on days school is not in session.					
3.1.24 Confirm that the Solution allows for individual purchasing limits to be applied to students.					
3.1.25 Confirm that the Solution will notify a cashier if a student purchases two lunches at different school sites within one day.					
3.1.26 Confirm that the Solution has user definable void reasons when voiding transactions at the Point-of-Sale.					
3.1.27 Confirm that the Solution supports touch screen terminals.					
3.1.28 Confirm that the Solution supports split screen terminals to support double-sided lines.					
3.1.29 Confirm that when Participant staff makes changes to a student’s account the Solution can prompt them to make a note.					
3.1.30 Confirm that notes on student accounts can be created individually and unprompted and that they are saved individually per student (Ex: Staff can enter a					

note that a parent has requested that their student not purchase a specific item and the note is visible for staff reference).					

**3.1.31 Describe features of the Solution that support fast service, including auto-sale functionality, system response times. **

**3.1.32 Describe requirements for student identifiers, including any length requirements for PIN codes, if PIN codes can be assigned by the Participant, if PIN codes can have different lengths based on grade level. **

**3.1.33 Describe input options for student identifiers, including PIN pads, student ID, barcode, card readers, biometric scanners (e.g., fingerprint or palm reader), sell-by-photo. **

3.1.34 Describe options for differentiating enforcement of account balances and/or limits (Examples: Participant wishes to disallow purchases by staff, but allow purchases by students, when the account balance is insufficient. Participant wishes to differentiate limits for student purchases for meals vs. a la carte items.).

3.1.35 Describe the different criteria searches may be conducted with (PIN, student ID, barcode, homeroom, grade, or special grouping).

3.1.36 Describe how the system supports serving and accounting for meals and transactions in the event of a network/internet outage/interruption. Describe technological options (e.g., ability to work offline) and alternatives to online service (e.g., reports or processes available to support service).

3.1.37 Describe how the Solution tracks transactions in real time (ie: to ensure students are charged correctly if they purchase multiple lunches in different Point-of-Sale lines).

3.1.38 Describe features to identify and prevent common errors and other anomalies during service and end-of-day reporting.

3.1.39 Specify what software is required for the Point-of-Sale to run on a standard machine. Include minimum Operating System and Browser Requirements, as well as any third-party software required.

3.1.40 Describe how Participant can scale the number of terminals up or down at a specific site depending on enrollment use or special events (Ex: What is the process? How easily can the number be changed? Can terminals be moved from site to site as needed?).

**3.1.41 Participants may use the Solution with terminals already in place. Describe any limitations of the Solution with terminals that may currently be in use. **

3.1.42 Describe the process for Participants to request and add any custom features and any additional costs associated with adding custom features.Please be sure to also include costs in the Pricing Forms in Appendix D.

3.1.43 Describe the permissions and limitations of Participants' back offices to override restrictions set on accounts (such as limitations for purchase of specific items, and limitations for quantity of food purchased).

3.1.44 Describe the Solution's notes section for each student, including how different aspects of the Solution integrate with each other's notes sections (e.g. if notes are made in the free and reduced meal module do these appear at the POS and other parts of the Solution?)

3.1.45 Describe any additional features designed specifically to support the Point of Sale.

3.1.46 Describe the capabilities for terminals to switch between breakfast and lunch between sales in the same Point-of-Sale line.

3.1.47 Describe the Solution's capability to display student specific alerts and prohibitions on the screen, including where the information is obtained and what data can be displayed.

3.1.48 Confirm whether allergy information and other restrictions or alerts can be automatically populated through integration with Participant's SIS.

3.1.49 Describe the Solution's capability to prevent the sale of specific food items when the student has a related alert (e.g., the Solution prohibits the sale of milk to a student with a dairy allergy).

3.1.50 List all required features of existing Point-Of-Sale terminals for the Solution to work properly (ie: A Participant desires to use the Solution with their previous Point-Of-Sale terminals).

3.1.51 Please describe any additional point-of-sale functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.1.52 Please also provide a brief description of planned future point-of-sale functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.2 Application Processing

	Yes	No	P	C	Comments
**3.2.1 Confirm that the Solution will provide Participants with the ability to offer a free online or scan-ready meal application. **					
3.2.2 Confirm that the Solution allows forms to be prepopulated with student/family information through the Student Information System.					
3.2.3 Confirm that the Solution allows Participants to include additional, custom fields on the meal application.					
**3.2.4 Confirm that the Solution detects and tracks duplicate meal applications. **					
**3.2.5 Confirm that the Solution captures an application receipt date. **					
3.2.6 Confirm that application dates and status eligibility can be backdated in the Solution.					
**3.2.7 Confirm that the Solution automatically includes free/reduced eligibility guidelines on an annual basis. **					
3.2.8 Confirm that Food Stamps Case Numbers are automatically applied to each student in a family.					

3.2.9 Confirm that notification letters for all members in a family can be printed at the same time to avoid duplicative mailing to families with multiple students.					
3.2.10 Confirm that if a student leaves a Participant and returns later in the same school year, account and status will remain (ie: Student moves to another district briefly, but returns later in the same school year).					
3.2.11 Confirm that unlimited support for parents and Participant staff is available 24/7/365 through a toll-free phone number and online ticketing system. Define any restrictions on support hours (e.g., after hours support limitations).					
3.2.12 Confirm that Solution allows the Participant to Verify for Cause at any time throughout the school year.					
3.2.13 Confirm that the Solution has the capability to automatically exclude (Community Eligibility Provision) CEP school students from applications and the verification process.					
3.2.14 Confirm that the Solution is able to provide a letter confirming CEP school student's participation in the program in order to receive additional benefits to which they may be eligible, if a student does not already have a Direct Certification qualification.					
3.2.15 Confirm that the Solution automatically provides Alternative Income Forms as an alternative to Free and Reduced (F/R) applications for students attending CEP schools.					
3.2.16 Confirm that Alternative Income Forms are compiled and kept separate from F/R applications					
3.2.17 Confirm that the Solution clearly identifies the students and buildings as CEP, it is not acceptable to solely mark the student as receiving free meal benefits.					

3.2.18 Describe the Solution's Back Office configuration for reimbursement and Point of Sale for CEP to schools to distinguish from non-CEP schools

3.2.19 Confirm that the Solution has the capability to automatically exclude Provision 2 school students from applications in non-base years.

3.2.20 Confirm that the Solution clearly identifies the students and buildings as Provision 2.

**3.2.21 Describe features embedded in the Point-of-Sale and meal application process to prevent overt identification. **

3.2.22 Describe support for Direct Certification and Direct Certification matching amongst household members.

**3.2.23 Describe how the Solution supports efficient processing of applications, including scanning speed, review of errors, and electronic/automated review and approval processes. **

3.2.24 Describe the Solution's support for the verification process, including: <u>Random Audits</u>: Automated selection and notification of families selected for random audit. Describe processes that are executed by the Solution and those that require intervention/oversight from Participant staff.

Verification for Cause: Describe how the Solution supports "flagging" a record as needing verification for cause, notifying the family, and completing the audit process. Please include details for calendaring notifications and expirations.
Random Audits - executed by Solution: Random Audits - require intervention/oversight from staff: Verification for Cause:

**3.2.25 Describe notification capabilities of the Solution, including automated emails to all families, all families without a meal application on file, and all families subject to an audit or other criteria available in the Solution. If internal notifications are not available, describe Vendor's experience with integrating with enterprise notification systems (e.g., SchoolMessenger/Intrado, Blackboard, Aeries Communicate, ParentSquare). **

3.2.26 Describe what meal status letter templates are available for Participants and how Participant staff would go about revising and editing meal status letters.

3.2.27 List all languages applications are available in. If support for form translation is available in additional languages please list these languages and specify that support is available, and any fees for support. Be sure to list all additional costs and fees in the Pricing Forms in Appendix D.

3.2.28 List all languages approval letters are available in. If support for approval letters is available in additional languages please list these languages and specify that support is available, and any fees for support. Be sure to list all additional costs and fees in the Pricing Forms in Appendix D.

3.2.29 Describe Solution capabilities for returning and reselling eligible meals based on free and reduced eligibility changes (Ex: A student was sold a meal at full price and an application for Free-and-Reduced was received the same day - please clarify if the Solution changes the cost retroactively).

3.2.30 Describe the Solution's response to duplicate meal applications, including when a parent/guardian makes changes to eligibility (Is a duplicate application created or are changes made to the existing application?).

3.2.31 Please describe the capability within the Solution to review direct-certified applications and provide possible matches (List from the DC import lists only one student from family, but other students from the family are enrolled later). Please also include data points the Solution uses to find possible matches.

3.2.32 Please describe how CALPADS and/or DC import matching is completed.

3.2.33 Please describe any additional application processing/free and reduced lunch functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.2.34 Please also provide a brief description of planned future application processing/free and reduced lunch functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.3 Parent Portal and PrePayments

	Yes	No	P	C	Comments
**3.3.1 Confirm that the Solution shall include a low-cost, Vendor-hosted online prepayment service ("Parent Portal"). Detail costs per transaction and/or dollar amount in the Pricing Forms in Appendix D. **					

**3.3.2 Confirm that payments will be accepted online, 24 hours/day, 7 days/week. **					
**3.3.3 Confirm that online payments are available on students' accounts immediately. **					
**3.3.4 Confirm that the Parent Portal works with common browsers, including Microsoft Edge, Safari, Firefox and Chrome. **					
3.3.5 Confirm that the Parent Portal is mobile-friendly and/or has a mobile application.					
**3.3.6 Confirm that parents with multiple students will manage accounts for all of their students under a single log-on. **					
3.3.7 Confirm that parents may set up automatic recurring payments by day of week, day of month, and/or when a predetermined low balance is reached.					
3.3.8 Confirm that the Parent Portal shall provide check recovery services.					
3.3.9 Confirm that the Parent Portal shall support and resolve credit card disputes.					
3.3.10 Confirm that the Parent Portal will offer features/equipment to support on-site prepayment by parents and students.					
**3.3.11 Confirm that free online applications are included. **					
3.3.12 Confirm that online application status is available through the Parent Portal.					
**3.3.13 Acknowledge and affirm that if selected Vendor shall assume full responsibility for the security of the Parent Portal and compliance with all requirements for the security of the transactions. **					

3.3.14 Confirm that each additional need supported in the Parent Portal shall have the ability to list a separate Participant staff member as a point of contact (eg. separate contacts for donations and purchases).					
3.3.15 Confirm that the Parent Portal shall allow each item to be associated with specific account codes to support appropriate reconciliation and depositing to appropriate budget resources.					
3.3.16 Confirm that unlimited support for parents and Participant Staff is available 24/7/365 through a toll-free phone number and online ticketing system. Define any restrictions on support hours (e.g., after hours support limitations).					
3.3.17 Confirm that the Solution allows parents/guardians access to their student's PIN/identifier.					
3.3.18 Confirm that the Solution allows parents/guardians to review meal account activity (purchases, items purchased, payments, and balance).					
3.3.19 Confirm that the Parent Portal will allow on-demand printing throughout the year for meal program letters that were generated after the application was processed.					
3.3.20 Confirm that the Solution allows Participant staff to process a report of account member's email addresses (ie: parent email addresses who have accounts are easy to pull in a report from the Solution).					
3.3.21 Confirm that the Solution allows Participant staff to cancel recurring payments on the parent/guardian's behalf, especially when a refund has been requested (ie: Staff can issue refunds and cancel recurring payments).					

**3.3.22 Describe what types of payments the Parent Portal can accept (ie: credit cards, debit cards, and/or e-checks). **

3.3.23 Provide screenshots and a description demonstrating the Solution's end-user experience. Please include the homepage/landing page and typical navigation to search for available professional learning opportunities.

**3.3.24 Describe the Parent Portal's capability to allow parents to view daily menu items and nutritional information for each item, including allergen information. **

**3.3.25 Describe notification capabilities of the Parent Portal, including automated emails to all families, low or negative balance alerts, and promotions other criteria available in the Solution. If internal notifications are not available, describe Vendor's experience with integrating with enterprise notification systems (SchoolMessenger/Intrado, Blackboard, Aeries Communicate, ParentSquare). **

3.3.26 Describe any requirements or limitations to Participants who wish to use the Parent Portal to process payments for goods/services other than nutrition services (ex: school spirit wear, event entry fees).

3.3.27 Describe visibility options within the Solution for parents/guardians from different households to view student account data (Ex: divorced parents both want to view information for their student on the same account).

3.3.28 Describe functionality on the Mobile Application (please include differences between the webpage and mobile app, operating systems the app is available in, and if push notifications are available).

3.3.29 Please describe any additional parent portal/prepayments functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.3.30 Please also provide a brief description of planned future parent portal/prepayments functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

Back of House

3.4 Inventory Management

	Yes	No	P	C	Comments
**3.4.1 Confirm that the Solution provides inventory tracking capacity to support and differentiate food (refrigerated, frozen, dry) and supplies (paper products, cleaning products). **					
3.4.2 Confirm that the Solution allows inventory counts to be adjusted through bar code scanning and simple data entry forms via mobile device.					
3.4.3 Confirm that the Solution provides functionality for tiered categorization of inventory items for consolidated reporting, efficient data collection.					
3.4.4 Confirm that the Solution provides the ability to record and distribute inventory in bulk (by case) or by unit, and automate disaggregation of available units in a case.					

3.4.5 Confirm that the Solution offers site-based and Participant reporting to support proactive ordering and redistribution (ie: site and district-wide reporting).					
3.4.6 Confirm that the Solution has a direct ordering feature with providers.					
3.4.7 Confirm that the Solution integrates inventory with front-of-house sales information and financial reporting tools.					
3.4.8 Confirm that the Solution maintains a searchable audit of user activity/changes in inventory.					

3.4.9 Describe tools to support communications of product shortages and recalls.

3.4.10 Describe what is included in reporting (ie: cost forecasting, inventory on-hand, shortages, overages, excessive spoilage, transfers of inventory, previous year's inventory, etc.). Please also describe, or provide a sample of reporting formats.

**3.4.11 Describe how the Solution effectively identifies and tracks USDA commodities. **

**3.4.12 Describe how the Solution supports tracking of transfers of food and supplies between central kitchen/warehouse and sites. **

3.4.13 Please describe any additional inventory management functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.4.14 Please also provide a brief description of planned future inventory management functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.5 Procurement

	Yes	No	P	C	Comments
**3.5.1 Confirm that Participant staff may define items that sites may order. **					
3.5.2 Confirm that the Solution provides the ability to custom configure a review process, allowing some sites/items to be ordered directly and audited/reviewed as needed through reports and the ability to enforce central review prior to order for some sites/items.					
3.5.3 Confirm that the Solution provides the ability to custom configure ordering, allowing some items to be ordered by the sites directly from the vendor and the same item to be ordered by some sites from the Central Warehouse.					
**3.5.4 Confirm that the Solution has the ability to consolidate site orders for efficient creation of Purchase Orders (PO) to each provider, track associated PO number and easily disaggregate order for distribution to sites. **					
3.5.5 Confirm that the Solution has the ability to *transmit orders directly* to key providers. If this is limited to specific providers, list each provider the Solution can transmit orders directly to in the Comments column.					
3.5.6 Confirm that the Solution has the ability to set up multiple vendors per item as needed. For example, Kitchen A may order from Vendor 1 but Kitchen B and Kitchen C may only order from Vendor 2.					

3.5.7 Confirm that the Solution can *integrate and support the ordering process* with key providers. If this is limited to specific providers, list each provider the Solution supports the ordering process for in the Comments column.					
3.5.8 Confirm that reports of procurements requested and processes are searchable/viewable by site, provider, or item.					
3.5.9 Confirm that the Solution provides automatic updating of inventory upon confirmation of receipt of the order.					
3.5.10 Confirm that the Solution automatically date and time stamp orders.					

3.5.11 Describe any automatic notification processes available for Participants to custom configure a review process. (ie: the ability to custom configure a review process, allowing some sites/items to be ordered directly and audited/reviewed as needed through reports and the ability to enforce central review prior to order for some sites/items).

3.5.12 Describe the Solution workflow for reviewing and approving and/or rejecting site orders.

**3.5.13 Describe tools to support verifying invoices against orders and received goods. **

3.5.14 Describe functionality to support project or procurement needs based on sales and planned meals.

3.5.15 Please describe any additional procurement functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.5.16 Please also provide a brief description of planned future procurement functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.6 Production

	Yes	No	P	C	Comments
**3.6.1 Confirm that the Solution determines daily inventory based on scheduled meal plans. **					
3.6.2 Confirm that the Solution is capable of adding leftovers from inventory to daily production.					
3.6.3 Confirm that the Solution is capable of printing pull tickets based on individual recipes or all combined recipes, including the recipe yield on the ticket.					
3.6.4 Confirm that the Solution is capable of documenting temperatures and maintenance of HACCP procedures to ensure compliance.					
3.6.5 Confirm that the Solution allows Participant staff to add leftovers to inventory or discard.					
**3.6.6 Confirm that discarded inventory shall be tracked by item and by school site. **					
**3.6.7 Confirm that inventory levels shall be adjusted automatically based on daily production. **					

3.6.8 Confirm that reporting shall minimally include: profit/loss, excessive waste, and labor cost tools.					
3.6.9 Confirm that the Solution allows for a personalized numbering system for inventory.					

3.6.10 Describe the Solution's capabilities to identify shortages and possible substitutions.

3.6.11 Describe the Solution's ability to track personnel time and determine labor costs by recipe.

3.6.12 Describe how the Solution supports efficient entry of end-of-day processing data.

3.6.13 Describe how the Solution populates production records based on menus from menu planning software.

3.6.14 Describe if the Solution supports food recovery/share basket tracking (ie: Students do not eat their full meal and unused items are recovered and resold Ex: A student does not open their juice box).

3.6.15 Describe how the production reports can be customized to support Participant changes and any other future changes that may take place (ie: a law changes and reporting must accommodate the changes)?

3.6.16 Please describe any additional production functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.6.17 Please also provide a brief description of planned future production functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.7 Menu Planner/Nutrition

	Yes	No	P	C	Comments
**3.7.1 Confirm that the Solution shall be integrated with the United States Department of Agriculture (USDA) database and approved by USDA for menu planning. **					
**3.7.2 Confirm that the Solution shall be able to forecast inventory and costs based on menus. **					
**3.7.3 Confirm that the Solution shall perform nutritional analysis to certify menu and meal compliance based on USDA standards. **					
3.7.4 Confirm that the Solution includes flexible menu scheduling/calendar options that include custom, cycle menus, grouping of sites for applying menus, multiple menus, and exporting menus to other applications for formatting for publication or digital signage.					
3.7.5 Confirm that the Solution provides Ingredient labels that reflect current FDA and USDA guidelines including added sugars, sesame allergen, potassium etc.					
3.7.6 Confirm that the Solution includes streamlined automatic menu posting from ingredient label to online					

digital menu that includes all ingredients, sugars, allergens etc.					
3.7.7 Confirm that the Solution allows for multiple calendars and tracking of days school is in session vs. days school is not in session.					
3.7.8 Confirm that nutritional software is preloaded with USDA foods, products and recipes.					
3.7.9 Confirm that the Solution is able to scale recipes.					
3.7.10 Confirm that menus are displayed for parents on an interactive website and that all features work accurately on a mobile app (ie: users can create menus and click on menu items to see nutritional information).					
3.7.11 Confirm that Solution will provide support to ensure labels, ingredients, recipes, and menus meet United States Department of Agriculture (USDA) standards to pass Administrative Reviews.					
3.7.12 Confirm that Solution will update and maintain accurate product information database to meet regulatory requirements at least yearly or per federal standards.					

3.7.13 Describe features within the Solution that simplify menu planning transitions from year to year.

3.7.14 Describe how the Solution tracks recipe information, providing for easy configuration and editing of recipes.

**3.7.15 Describe the Solution's intuitive tool for building menus meeting nutritional requirements and cost targets. **

**3.7.16 Describe reports used to meet nutrition guidelines and Administrative Review (AR) reporting requirements. **

3.7.17 Describe support for integrating with third-party meal-planning applications (including standard import formats if available).

**3.7.18 Describe the Solution's capability to allow parents, and staff (nutrition staff, school nurses, and health services staff) to view daily menu items and nutritional information for each item, including allergen information. **

3.7.19 Please describe website/mobile application capabilities offered as part of the Solution to support parent/student access to planned meals and allergens in planned meals.

3.7.20 Please describe any additional menu planning/nutrition functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.7.21 Please also provide a brief description of planned future menu planning/nutrition functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.8 Distribution/Central Kitchen Support

	Yes	No	P	C	Comments

**3.8.1 Confirm that the Solution shall be able to identify shortages based on individual site and district-wide inventories and orders. **					
**3.8.2 Confirm that the Solution shall support efficient redistribution of inventory between Participant sites. **					
3.8.3 Confirm that the Solution shall create pull orders based on location/route.					
**3.8.4 Confirm that the Solution shall automatically update inventory after products are distributed to sites. **					
3.8.5 Confirm that barcodes can be scanned to track receiving and distribution of food items.					

**3.8.6 Describe the points of integration and process automation with procurement and inventory systems. **

3.8.7 Describe support within the Solution for remediating shortages, including, identifying substitute products and tracking expected deliveries of ordered products.

3.8.8 Describe features within the Solution to support electronic confirmation/acceptance by the site lead when items are delivered.

3.8.9 Describe support within the Solution for ad-hoc/immediate ordering and delivery.

3.8.10 Please describe any additional distribution/central kitchen support functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.8.11 Please also provide a brief description of planned future distribution/central kitchen support functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.9 Catering

	Yes	No	P	C	Comments
**3.9.1 Confirm that the solution supports online ordering (through an online form included in the Solution or a third-party integration).					
**3.9.2 Confirm that the Solution supports the efficient creation, revision, and confirmation of menus, proposals, and invoices. **					
3.9.3 Confirm that the Solution provides automated notifications for event reminders, menu/order confirmation, and invoices due.					
3.9.4 Confirm that the Solution provides Participant staff with appropriate permissions to override pricing and to apply discounts.					

**3.9.5 Provide an overview of how the Solution supports catering. Describe a high-level summary of the catering workflow, including menu development, order placement, fulfillment, and invoicing.

3.9.6 Confirm whether the Solution supports online catering orders. Include descriptions of online catering form configuration options and screenshots to illustrate the ordering process.

3.9.7 Confirm whether the Solution supports importing catering orders from external forms or third-party systems. Provide sample import formats and instructions for integrating with a third-party form or other external data source.

3.9.8 Describe the process for catering menu development and any integrations with back-of-house functions including inventory and purchasing.

3.9.9 Describe options available to differentiate catering options, including available menu items, form submission deadlines, and/or pricing based on the requestor/event (e.g., internal or external events, student or staff events, regular hours or after hours/weekend).

3.9.10 Describe any capability of the Solution to support billing/chargeback for catering services.

3.9.11 Describe integration with production and inventory systems for consolidated reporting.

3.9.12 Please describe any additional catering functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.9.13 Please also provide a brief description of planned future catering functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.10 Non-Nutrition Payment Processing

	Yes	No	P	C	Comments
3.10.1 Confirm that the Solution has capabilities to process non-nutrition payments (ie: ASB payments for school activities and items, fees, donations, and purchases not connected to meals payment).					
3.10.2 Confirm that the Solution includes websites for Participants to list non-nutrition items for sale (ie: spirit wear, yearbooks, etc.).					
3.10.3 Confirm that the non-nutrition payment processing has the same identity management capabilities as nutrition payment processing (ie: integrate with SIS to identify which student payment is associated with).					
3.10.4 Confirm that each additional item available for purchase in the Parent Portal shall have the ability to list a separate Participant staff member as a point of contact (eg. separate contacts for donations and purchases).					

3.10.5 Provide an overview of how the Solution supports purchases and payments unrelated to nutrition.

3.10.6 Please describe how the Solution supports schools and/or departments in establishing an online store/payment portal. Include screenshots to demonstrate configuration and differentiated branding (e.g., incorporation of school colors, logos) available to schools and departments.

3.10.7 Provide a description and screenshots to demonstrate how a new item may be added to the Payment Portal (e.g., school spirit wear or program donation). Include all configuration options that are available at the item level.

3.10.8 (a) Describe how the online store/available items may be differentiated/targeted based on the user/customer (e.g., specific course fees/requested donations based on enrolled classes or student grade level, text book fines associated with a specific student). (b) Identify what targeting of items must be done manually and what automated options are available based on integration with the Participant's SIS or other data source.
(a) (b)

3.10.9 Confirm which options below can be differentiated by school/department and/or by item. Indicate a "Yes" at the "**school/department"** level if the different schools may have different settings. Indicate a "Yes" at the "**Item**" level if different items may have different settings.

Item	Configurable Level *Indicate Yes or No for Each*	
	School/Department	Item
Account Code (where funds will be deposited)		
Responsibility for transaction fees (e.g., paid by parent/student or Participant/organization)		
Late Fees/Differentiated Pricing		
Contact Information for Notifications		
Access to Data (for Reports)		
Automated Notifications/Reminders		
Other (Please describe)		

3.10.10 Please provide current fees/rates for your payment processor (Ex: $0.40 transaction fee plus 4% interest per transaction). Please include these costs in the Pricing Forms as well. Ed Tech JPA recognizes that these fees are subject to change and are separate from proposed pricing. *Participants are encouraged to obtain current fees/rates prior to contracting with awarded Vendors*.

3.10.11 (a) Please describe how the current fees/rate for payment processing and any increases are determined (ie: if increases are tied to federal interest rates or annual adjustments). (b) Please also Identify any limits or maximum increases.
(a) (b)

3.10.12 Please describe capabilities within the Solution to identify students associated with purchases (ie: integration with SIS).

3.10.13 Please describe any additional third-party integrations supported by the payment processing system (e.g., integrations with ASB accounting platforms and/or textbook/inventory management solutions).

3.10.14 Please describe capabilities of the Solution to support Participant accounting procedures, including how transactions may be linked to specific account codes for record keeping or deposits may be automatically made to differentiated deposit accounts for each site/program.

3.10.15 Please describe reporting capabilities for non-nutrition payment processing. Please be sure to include District-level reports as well as site/department specific reports.

3.10.16 Please describe any additional non-nutrition payment processing functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.10.17 Please also provide a brief description of planned future non-nutrition payment processing functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.11 Reporting and Analysis

	Yes	No	P	C	Comments
3.11.1 Confirm that Vendor will provide a data schema/dictionary upon award to support Participants in creating custom extracts.					
3.11.2 Confirm that the Solution will interface with the State CNIPS reporting to submit monthly claims.					
3.11.3 Confirm that systems administrators have the ability to create custom reports and schedule standard and custom reports and extracts for recurring delivery by email or to a specified server location.					

3.11.4 Describe the size and organizational structure of Vendor integrations and reporting support teams.

3.11.5 Describe commonly used reports and analysis tools available in the Solution. Reports should minimally support daily sales, accountability reporting, participation rates, low balance information, inventory tracking, distribution, waste, profit/loss, and procurement reports.

**3.11.6 Describe any dashboarding or live analytics available to support decision-making. **

**3.11.7 Provide samples of most commonly used standard reports with descriptions of the application of specific reports. **

3.11.8 Describe tools available for Participants to create custom reports, including features and limitations of report designer tools available in the Solution.

3.11.9 Describe functionality to schedule recurring reports to run, be placed on FTP server, and distributed via email or other tool automatically.

3.11.10 Describe how row-level (school site) and role security are enforced in the reporting tool. For example: can a single report instance be set up where each site will only see their individual results?

3.11.11 Describe support for live dashboarding/analytics to support identifying problem areas during service or track performance benchmarks.

3.11.12 List all formats reports may be created/downloaded in (PDF, HTML, Excel, CSV).

3.11.13 Describe how long generated reports are retained for.

3.11.14 Describe any tracking process for Participants to track USDA Professional Development requirements.

3.11.15 Describe training available for Participant staff regarding setting up the professional development tracking module. Be sure to include all costs and fees in the Pricing Forms in Appendix D.

3.11.16 Please describe any additional reporting functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.11.17 Please also provide a brief description of planned future reporting functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

3.12 Point-Of-Sale Terminals

To be awarded for the Point-Of-Sale Terminals module some essential criteria in Section 2: Technology may not apply. Vendors who do not meet essential criteria in Section 2: Technology that applies only to software may be awarded for this section.

**3.12.1 List terminals available for purchase from Vendor and all associated costs and features. Please be sure to also include costs in the Pricing Forms in Appendix D. **

3.12.2 List pin pads the Point-Of-Sale terminals are compatible with and that do not result in interruptions during service (Ex: Genovation).

3.12.3 Please describe any additional point-of-sale terminal functionality available as part of the core/proposed Solution or as an optional solution. If additional costs apply please describe them here and include them in the Pricing Form.

3.12.4 Please also provide a brief description of planned future point-of-sale terminal functionality development that may be beneficial to Participants. If additional costs apply please describe them here and include them in the Pricing Form.

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
4.1 Confirm that all costs, including, but not limited to, implementation, software licensing and maintenance, training, ongoing support, recommended professional services, taxes and surcharges, and costs of optional services and products and any other anticipated costs to the Participant have been included on the completed Appendix D: Pricing Form. **			
4.2 Confirm that should the Solution be down or performance degraded to render the Solution unusable for longer than 30 minutes (outside of a scheduled maintenance window), Vendor shall refund the portion of the contract equivalent to that outage window.			

4.3 Confirm that the Pricing Form includes an itemized schedule of all equipment and software for the proposed Solution and all pricing quoted includes all activities necessary for a complete, turn-key system.**			

4.4 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 ***