

Education Technology Joint Powers Authority



RFP No. 25/26-04

Web Design and Hosting and Notification Systems

PROPOSAL DEADLINE: October 22, 2025, 12:00_{pm}

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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>

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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.

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 General

1.1.1 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	

1.1.2 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
**1.1.3 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. **			
1.1.4 Confirm that Vendor maintains cyber insurance.			
**1.1.5 Confirm that Vendor will acquire and adhere to any applicable licensure, authorizations to sell, reseller and manufacturer requirements, permits, and fee requirements. Confirm that a copy of all applicable documents shall be provided to the Participant upon request. **			
**1.1.6 Vendor acknowledges and agrees to all specifications listed in Sections 1 - 6 of this RFP. **			
1.1.7 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.			

1.1.8 Vendor makes 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.

****1.1.9** Provide a brief overview of Vendor's technical experience, qualifications, and background in providing and maintaining the Solution 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. **

1.1.10 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.

1.1.11 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:

1.2 Subcontractors

1.2.1 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	
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Address	
Management contact person	
Complete description of work to be subcontracted	
Descriptive information concerning subcontractor's organization and abilities.	

	Yes	No	Comments
**1.2.2 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. **			

1.3 References

	Yes	No	Comments
**1.3.1 Confirm the Solution is in operational use, actively supported by Vendor in at least five (5) K-12, postsecondary, 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	

1.4 Implementation

	Yes	No	Comments
**1.4.1 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. **			
**1.4.2 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. **			
1.4.3 Confirm that Vendor will provide maintenance services, and will not outsource maintenance.			
**1.4.4 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. **			
1.4.5 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.			

**1.4.6 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. **

**1.4.7 A. Describe Vendor's proposed project approach, including the roles and responsibilities of project team members, required tasks and any necessary onsite work. B. Include a detailed list of Participant and Vendor responsibilities during the implementation process. **
A. B.

1.4.8 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.

****1.4.9**

A. Describe any assumptions or constraints impacting Vendor's project timeline.
B. 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. **

A.
B.

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

1.4.11

A. Vendor confirms that should the awarded Vendor be a new provider for Participants, describe how the Vendor shall coordinate with the previous vendor for implementation of the new Solution.
B. Describe Vendor approach and services supporting customer transitions from incumbent Website Platform to ensure minimal interruption.

A.
B.

1.4.12

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

A.

- B.
C.
D.

1.5 Training

	Yes	No	Comments
1.5.1 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.			

**1.5.2

- A. 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.
- B. Clarify the number of staff that will be directly trained by Vendor personnel under the proposal.
- C. Define whether training will be conducted in person, remotely (synchronous) or via on-demand tools.
- D. Provide an outline of the proposed training content and sample supporting materials. **

- A.
B.
C.
D.

**1.5.3

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

- A.
B.

1.5.4

- A. Include the recommended training approach and associated costs for all users.
- B. 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.

- A.
B.

1.5.5

- A. Describe additional system administration and technical training that is available.
B. Describe the projected costs for these trainings. Please also include all costs in Appendix D.
C. Describe where these trainings are held.
D. Describe who provides these training sessions.
E. Describe certifications e provided if Participant staff completes various levels (if available).

- A.
B.
C.
D.
E.

1.5.6

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

- A.
B.

1.5.7 Describe available webinars and online training.

1.6 Support and Maintenance

	Yes	No	Comments
**1.6.1 Confirm that unlimited support is available through a toll-free phone number and online ticketing system, ideally from 6am to 4pm PST (Monday-Friday). **			
**1.6.2 Confirm emergency after-business-hours support is available for critical issues (site/district outage, data integration failure). **			

**1.6.3 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. **			
1.6.4 Confirm that Vendor does not outsource customer support.			
1.6.5 Confirm that Vendor will appoint one point-of-contact to act as a company liaison and point of escalation for support and/or platform issues for each Participant.			
1.6.6 Vendor represents that the Solution will substantially perform in all material respects the functions described in Vendor's Proposal when used and/or accessed properly.			

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

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

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

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****1.6.10**

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

- A.
 B.
 C.

****1.6.11** 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.

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

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

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

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

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1.6.16 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.

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

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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

	Y e s	N o	P (Plann ed)	C (Custom Developm ent Available)	Com ment s
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 regular software updates and upgrades are included.					

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

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

2.1.4.1 If the Solution is on-premise, n, provide all technical documentation including minimum requirements, database sizing recommendations, and system architecture and installation.

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

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

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

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****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. ****

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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.

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2.1.8

- A. Describe the process and typical frequency of software updates and whether software updates are required or if they are included/or optional.
- B. Describe how Participants are notified of new software upgrades and tools available.

- A.
- B.

2.1.9 For web design and hosting Solutions, describe limitations in hosting (product limitations, size limitations, etc).

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

- A. 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.
- B. Describe process for maintenance, including communications and Solution availability during scheduled maintenance.
- C. Define uptime commitments included in Vendor's service level agreement.**

- A.
- B.
- C.

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). Be specific about typical frequency and duration of maintenance windows and other planned outages.****

****2.3.2 Describe Vendor process for testing and releasing software updates, and providing for business continuity during major upgrades.**

****2.3.3 Describe precautions taken to minimize service disruption due to planned maintenance, upgrades, and new product releases.****

2.3.4 Describe the process for upgrading the Solution and/or implementing product enhancements. Include details on the following:

- A: The workflow and expected communications for new releases, upgrades, and bug fixes.
- B: The ability of customers to schedule the upgrade and/or fix.

C: The responsibilities/expectations of the Vendor and customer staff in the upgrade process.

- A.
- B.
- C.

2.3.5 Clarify whether Vendor will host (or license for on-premise solutions) 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. If the Solution incorporates confidential staff or student data, a training database should provide a de-identified/scrambled data set for use in conducting training and developing internal training documents.

2.3.6 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).

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

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

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2.4.4 Provide a list of all Student Information Systems ("SIS"), Learning Management Systems ("LMS"), Notification Systems, Document Management, Online Forms, and Accessibility Solutions, and Financial Systems that Vendor's proposed Solution is currently integrated with (Examples: Aeries, PowerSchool, Infinite Campus, Bitech, Business Plus, ParentSquare, Canvas).

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 web design and hosting, notification, document management, online forms, chatbot, and/or accessibility Solution , specify any limitations on the number, frequency or scope of scheduled extracts that Participants can create and use.

SIS	
LMS	
Notification Systems	
Document Management	
Online Forms	
Accessibility Solutions	
Financial Systems	

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

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

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

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

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

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

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

2.5 Security

	Yes	No	P	C	Comments
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 If Vendor has access to student data, cConfirm that Vendor agrees to execute and abide by all terms in the Standard Student Data Privacy Agreement CA-NDPA (CA-NDPA) (included in Appendix F of this RFP). **					
2.5.11 Confirm if Artificial Intelligence (AI) is used in the Solution.					
2.5.11.1 If Artificial Intelligence (AI) is used in the Solution, confirm that no Participant data and/or student data is used to train the Solution/Large Language Model.					
2.5.11.2 If Artificial Intelligence (AI) is used in the Solution and Participant's data and/or student data IS used to train the Solution/Large Language Model, confirm that Vendor de-identifies Participant's data and student data before training the Solution/Large Language Model (no identifiable data is used to train the Solution/Large Language Model).					
2.5.11.3 If Artificial Intelligence (AI) is used in the Solution and Participant's data and/or student data is used to train the Solution/Large Language Model, confirm that Participants can opt-out of their data and student data from being included in the training (Participants can elect that no identifiable data is used to train the Solution/Large Language Model).					

2.5.12 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).

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

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

2.5.15 Please provide information about any data breaches within the past two (2) years, including Vendor's remediation efforts. For the purposes of this question a breach includes any unauthorized access to the system through the Vendor or its subprocessors. Vendor may exclude incidents that are directly attributable to customer security practices.

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

2.5.17 If Artificial Intelligence (AI) is used in the Solution, describe where AI is used and how Vendor ensures data privacy and security.

2.5.18 Describe the student data the Solution has access to.

Part 3 Functionality and Usability

This section should include an in-depth description of the Web Design and Hosting, Notification, Electronic Document Routing, Chatbot, and/or Campus Safety Solution and ancillary services.

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 notification system functionality and not Web Design and Hosting, Electronic Document Routing, Chatbot, and Campus Safety may respond only to the Notification section and be awarded for that section only).

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

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

Feature	Included in Proposal (Y/N)	Individually Licensed (Y/N)	Package Only (Y/N)	Comments (Please list applications that must be bundled with purchase if applicable)
3.1 Accessibility				
3.2 Design and Layout				
3.3 Content Management System Elements				
3.4 User Management				
3.5 Reporting Features				

3.6 Notification/ Communications System				
3.7 Electronic Document Routing/Forms				
3.8 Website Chatbot				
3.9 Campus Safety				

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

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

Key

Section 3 RFP Term	Meaning
Public Users	Individuals who can view content on the Solution without a login.
Organizational Editors	Individuals who can view content on the Solution with a login and can manage content by editing and creating new content and upload media (member of a Participant).
Organizational Users	All types of users within an organization. This would include Organizational Editors and Admin Users, but also Individuals who can only view and read content on the Solution with a login (member of a Participant).
Admin Users	Individuals with administrative rights to grant permissions within the Solution and administer global updates/enhancements (typically limited to a few members of the IT team within a Participant).

Users	All types of users, including Public Users, Organizational Editors, Organizational Users, and Admin Users.
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3.1 Accessibility

	Yes	No	P	C	Comments
3.1.1 Confirm that the Solution supports to the most recent requirements related to accessibility (including, but not limited to the 12 success criteria of the Web Content Accessibility Guidelines (WCAG 2.1 AA) and Section 508 of the Rehabilitation Act of 1973 making web content as accessible as possible to all types of Users.					

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

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

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

3.1.5 Provide examples or screenshots of reports or features in the Solution to help website editors identify and remediate accessibility issues.
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3.1.6 Describe the proposed Solution's capabilities and process related to translation of web content into multiple languages. Be specific about the following:

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

- a.)
- b.)
- c.)
- d.)
- e.)
- f.)

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

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

3.1.9 Please describe any additional functionality available as part of the core/proposed developer - accessibility functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

3.1.10 Please also provide a brief description of planned future development that may be beneficial to Participants in regards to accessibility functionality. If additional costs will apply please describe them here.

3.2 Design and Layout

	Yes	No	P	C	Comments
3.2.1 Confirm the Solution is device agnostic, uses modern responsive design principles and is optimized to work on all major platforms including, but not limited to, Windows, Google, and iOS.					
3.2.2 Confirm that the Solution is customizable to reflect sites and subsites with different brands (ie: district logo/brand, and/or school site logos/brands).					
3.2.3 Confirm the Solution includes flexibility for website administrators to create new page design templates, content types, and web tools.					
3.2.4 Confirm that the Solution allows for custom CSS (full access to style sheets).					

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

3.2.6 If the Solution includes a Mobile App, describe any differences (limitations or enhancements) between the features available through the Participant's website and the Participant's Mobile App.

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

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

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

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

- ☐ Custom
☐ Predefined
☐ Both Custom and Predefined Elements

3.2.10.1 If the Solution is Custom, describe the extent to which Participants can customize templates.

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

3.2.10.3 If the Solution is Predefined, describe what elements/features can be configured and to what degree (i.e. what options do Participants have to reconfigure the existing templates or select from alternative templates to ensure the design meets their needs).

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

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

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

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

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3.2.15 Please describe any additional functionality available as part of the core/proposed design and layout functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

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3.2.16 Please also provide a brief description of planned design and layout functionality for future development that may be beneficial to Participants. If additional costs will apply please describe them here.

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3.3 Content Management System Elements

	Yes	No	P	C	Comments
3.3.1 Confirm that the Solution includes a rich text editor that allows any content (text, image, videos, tables, charts, hyperlinks, etc.) to be easily added, modified, deleted, copied, pasted, and formatted with or without HTML code for easy editing.					
3.3.2 Confirm that the Solution includes a spell check and/or grammar check within the rich text editor.					
3.3.3 Confirm that the Solution allows for users to access/edit source code within a rich text editor					
3.3.4 Confirm that the Solution includes the ability to add to other primary website areas including the ability to manage content in the sidebar, headers and footers.					

Content Types

	Yes	No	P	C	Comments
3.3.5 Confirm that the Solution includes templates to create landing/home pages					
3.3.6 Confirm that the Solution includes templates to create general (stylized blank pages for incorporation of text, images, or video) pages.					
3.3.7 Confirm that the Solution includes standard templates for news and press releases and ways to view current and past content.					
3.3.8 Confirm that the Solution includes standard templates for events and ways to view current, past and future content.					
3.3.9 Confirm that the Solution includes standard templates for managing Photo Galleries.					
3.3.10 Confirm that the Solution includes standard templates for creating advisories/alerts/notifications					

3.3.11 Confirm that the Solution includes the ability to create custom pages outside the bounds/constraints of existing templates.					
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3.3.12 List available content types provided in the Solution.

3.3.13 Describe how Organizational Editors can create landing pages that are not bound to constraints of a template.

3.3.14 A. Describe how Organizational Editors can create web-based fillable forms for completion by a User. B. Describe how the submissions are logged or saved.
A. B.

Calendaring

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

3.3.19 Describe how Organizational Editors and/or Admin Users can create, integrate or customize Calendars in the Solution.

Embedding

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

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

Search and Navigation

	Yes	No	P	C	Comments
3.3.23 Confirm that the Solution includes a powerful search capability that easily guides users to relevant pages.					
3.3.24 Confirm that the Solution includes an auto suggest feature for keyword searches.					
3.3.25 Confirm that the Solution offers Search Engine Optimization techniques (such as content tagging) and strategies to improve the search ranking.					
3.3.26 Confirm that the Solution has the ability to promote specific content to the top of search results.					
3.3.27 Confirm that Organizational Editors and/or Admin Users can customize the search results form.					

3.3.28 Confirm that the Solution supports anchor links to allow users to navigate to a specific location on a page.					
3.3.29 Confirm that the Solution provides a method to display a piece of content's relative path using a feature such as breadcrumbs.					

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

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

3.3.32 Describe features available to help Admin Users to review recent search results, including high-frequency searches and their results, searches that yielded no or limited results, top-clicked search results, and searches where the User did not click through to any of the presented search results.

File Management

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

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

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

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

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3.3.39 Describe the Solution's ability to allow Admin Users to expand, limit, or restrict acceptable file types and acceptable file sizes.

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Content Scheduling

	Yes	No	P	C	Comments
3.3.40 Confirm that the Solution allows Organizational Editors to control content publishing dates and expirations.					

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

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

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Feeds & Integration

	Yes	No	P	C	Comments

3.3.43 Confirm that the Solution has the ability to incorporate live (or frequently synched) feeds from a third-party provider (For example: scheduling/calendaring platforms, ParentSquare, SchoolMessenger, social media platforms).					
3.3.44 Confirm that the Solution has the ability to ensure social media feeds meet the same accessibility standards as the website.					

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

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

3.3.47 List which video hosting platforms/sites integrate with the Solution (e.g. YouTube, Vimeo).

Versioning, Drafting, Archiving, Restoration

	Yes	No	P	C	Comments
3.3.48 Confirm that the Solution has the ability to track content history, maintain and view/restore previous versions of web pages and content.					
3.3.49 Confirm that the Solution allows pages to be previewed prior to publishing.					
3.3.50 Confirm that an archiving option is available and easily accessible.					

3.3.51 Confirm that the Solution allows Admin Users to recover deleted content.					
3.3.52 Confirm that the Solution supports content moderation and/or an integrated approval process for publishing web site revisions.					

****3.3.53 Describe the process for an Admin User to view and restore a previous version of a webpage.****

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3.3.54 Describe the process for an Admin User to categorize and tag content.

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3.3.55 Describe any constraints (time, etc.) for Admin Users to recover deleted content.

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

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3.3.57 Describe the process for an Organizational Editor to archive website content.

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3.3.58 Describe the process for an Organizational Editor to access the website archive.

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3.3.59 Describe the ability for an Organizational Editor to create a draft page/content revision and preview the changes before applying to the live website.

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

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

Views Manipulation

	Yes	No	P	C	Comments
3.3.62 Confirm that the Solution has the ability to display the various content types by certain filter/sort parameters (e.g. archives, recent articles, upcoming events, etc...)					

3.3.63 Describe and share screenshots of the functionality to display various filtered/sorted content and the Organizational Editors ability to customize these views.

Intranet Functionality

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

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

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

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3.3.67 Explain how granular intranet permissions can be applied.

A.) Define whether content must be secured at a page level or whether permission to view/edit specific content within the page is available.

B.) Clarify whether row-level or field level permissions can be applied. For example, if an employee directory is provided, can cell phone numbers be restricted to administrators or access to individuals within the directory be defined by the user's work location?

A.)

B.)

3.3.68 Describe the extent to which intranet content can be personalized for the Organizational User.

A.) Confirm whether content can be targeted to users based on attributes such as their work location, job classification or group membership/affiliation.

B.) Confirm whether Organizational Users can customize their own experience (e.g., users are allowed to pin favorites to an intranet home page).

A.)

B.)

Syndication

	Yes	No	P	C	Comments
3.3.69 Confirm that the Solution provides the capability to push an alert (banner, pop up message or other tool) from the Participant's main website to school, department or program subsites.					
3.3.70 Confirm that the Solution provides the capability to push content such as news articles, events and pages from Participant's main website to <i>individual</i> school sites or all sites.					

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

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Other Features

	Yes	No	P	C	Comments
3.3.72 Confirm that the Solution provides a method for Organizational Editors to request ratings and collect user input via a web form.					
3.3.73 Confirm that the Solution provides a method to display a series of images/videos and rotate via preferences (slideshow/carousel).					
3.3.74 Confirm that the Solution provides a method to edit a multi line footer.					
3.3.75 Confirm that the Solution provides a method to scale functionality by adding in features in the future.					
3.3.76 Confirm that the Solution allows for basic photo sizing and cropping within the website editing tool.					

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

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3.3.78 Describe the process for Organizational Editors and users to subscribe to content.

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

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

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3.3.81 Please describe any additional functionality available as part of the core/proposed content management system elements functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

3.3.82 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

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3.4 User Management

****3.4.1 Describe the process to assign roles and permissions using the Solution's users and groups.****

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****3.4.2 Describe different roles and permission levels available for each role (ex: content management, contributor, and designer roles) .****

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

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3.4.4 if the Solution leverages a third-party hosting provider, describe what level of management features are available on the hosting platform (ie: what management is performed by hosting platform provider and what management is performed by Participant?).

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3.4.5 Please describe the available roles if a hosting platform is available and accessible to Participants (Owner, Administrator, Developer, Manager, Viewer, etc.)

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

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3.4.7 Please describe any additional functionality available as part of the core/proposed User Management functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
 Additional Products for additional cost:

3.4.8 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

3.5 Reporting Features

	Yes	No	P	C	Comments
**3.5.1 Confirm that the Solution provides a detailed log of all website content activity including reports on document ages and storage usage across the entire web collection. **					
3.5.2 Confirm that the Solution provides Participants access to all of the platform statistics data, which can be exported into a CSV format, including event log data (ie login times and actions performed).					

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

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

3.5.5 Describe reporting available for current and historical website and infrastructure performance and utilization metrics (such as site uptime, storage, CPU, memory usage, etc.).

3.5.6 Describe reporting available for reports for traffic that count total pages, content views, clicks, browsers used, stale content, and broken links.).

3.5.7 Describe what automated reports are available in the Solution, and the process to create automated reports (ie: reports that are sent on a regular basis, such as monthly reports automatically sent by the Solution).

3.5.8 Please describe any additional functionality available as part of the core/proposed reporting features functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
 Additional Products for additional cost:

3.5.9 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

3.6 Notification/Communication System

	Yes	No	P	C	Comments
**3.6.1 Confirm that the Solution offers a notification system for the purposes of pushing essential					

information to staff, students, and families via email, text, phone call and/or mobile application (“Notification System”).					
3.6.2 Confirm the Notification System allows school-wide messages to be sent to students and families via email, text or phone call.					
3.6.3 Confirm the Notification System offers capabilities for community members to subscribe to notifications for a particular school or area of interest.					
3.6.4 Confirm the Notification System offers a mobile app to support communications with families.					

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

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****3.6.6** Describe different types of messaging available, including the format options (e.g., email, text, phone call, website posting), and delivery options (immediate, digest, etc.).**

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****3.6.7** Describe enhanced features or options available for messaging in an emergency situation (e.g., school closure or lockdown).**

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****3.6.8** Describe the pricing model for the Notification Solution. Specifically, clarify whether the Notification Solution is included in the base price for the Website Solution or provided at additional cost. **

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

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****3.6.10 Describe how the Solution supports translation of messages into additional languages.****

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3.6.11 Describe the capabilities of the Solution to automatically translate messages and the communication platform interface based on a home/correspondence language defined by Participant-supplied data (e.g., an import of contact/demographic data from an SIS).

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3.6.12 Describe any additional accessibility features built into the Notifications/Communications Platform.

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3.6.13 Describe how the Solution allows families to manage their notification preferences (or allows an Admin User to manage them on their behalf). Examples: Frequency of messaging, delivery method (text, email, phone call), subscriptions/opt-outs.

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3.6.14 Describe calendaring capabilities in the Solution for multiple school and subgroup calendars.

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3.6.15 Describe how the Notification System enables teachers to directly message students and parents of students enrolled in their courses.

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3.6.16 Describe how the Notification System supports two-way communication between families and school staff.

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3.6.17 Describe how the Notification Solution works with source databases (student system, personnel system, and directory/user account systems) to integrate contact information and attributes for use in message targeting or composition. Clarify whether Admin Users can allow/restrict updating of family contact information in the Solution (i.e., choose to allow direct updates from families in the Solution or require changes to contact data be made in the SIS).

3.6.18 Describe features available to help Admin Users and designated school-based administrative users identify issues with message delivery, outdated contact information and resolve issues with contacts that have opted out of notifications.

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

3.6.20 Describe how the Solution supports automated notifications based on student attendance.

- A. Describe capabilities to automatically notify families based on daily or period absences.
- B. Describe capabilities to support identifying chronic absenteeism and support regular engagement with families for at-risk students.

3.6.21 If a dedicated mobile App for the Notification/Communication System is available, describe any differences in functionality between the mobile application and the web interface. Be specific about any feature limitations for Users and Admin Users/school administrators).

3.6.22 Describe how the Solution supports attachments and/or additional resources within messages. Please provide screenshots. Please clarify any limitations related to attachments and additional resources.

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3.6.23 Describe how the Solution allows the Organizational User to stop an outgoing message in process and cancel an upcoming scheduled message.

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3.6.24 Please describe any additional functionality available as part of the core/proposed notification/communication system functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

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3.6.25 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

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3.7 Electronic Document Routing/Forms

****3.7.1** Provide an overview of how the Solution supports the creation, routing, approval, and electronic signature of forms and documents (e.g., HR forms, field trip permission slips, purchase requests). ******

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****3.7.2** Describe the Solution's form designer. Using screenshots or Admin User guides to illustrate the process, demonstrate the form-design process. ******

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3.7.3 Describe features designed to expedite the forms creation process (e.g., automatically creating a draft form from an imported PDF/Word document, availability of pre-defined templates, Artificial Intelligence tools to automate initial form design).

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3.7.4 Confirm that the Solution provides role-based administrative tools to modify workflows, security settings, and form designs without vendor intervention. Clarify what, if any, features of the Solution require vendor intervention to implement (e.g., data import into forms, advanced workflow features).

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****3.7.5 List the field-types that can be incorporated into the form (e.g., plain text entry, HTML text entry, drop-downs, pick-lists, cascading/dependent drop-downs, multi-select).****

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3.7.6 Describe how the Solution supports secure electronic signatures compliant with state and federal regulations.

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3.7.7 Confirm that the Solution can support attachments (submitted by Users when completing a form). Specify any attachment file type or size restrictions.

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3.7.8 Describe how the Solution supports data pre-population and lookups from source systems (e.g., SIS, HR, financial), reducing manual entry and errors.

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****3.7.9 Describe how the Solution allows Admin Users and designated staff to configure workflows, including routing through multiple reviewers/approvers.****

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3.7.10 Describe how the Solution supports more advanced approval workflow events, such as conditional routing, rerouting forms when approvers are unavailable/delayed, and parallel approval paths, or variable/criteria-based approval paths.

****3.7.11** Describe how the Solution supports monitoring of forms workflows (e.g., administrative dashboards and reports showing forms status, notification/reminder tools for delayed or incomplete forms).******

****3.7.12** Confirm the options available to Admin Users and/or form owners to export forms data (e.g., CSV export from the user interface, API, automated data extracts).******

3.7.13 Describe what data is accessible in the system to review/audit workflow events and User actions (e.g., date/time stamp of event triggers, location or other metadata attached to electronic signatures). Demonstrate how an Admin User or form owner may access the data.

3.7.14 Describe any additional reporting and analytics capabilities (e.g., volume of submissions, completion times, bottleneck analysis, usage statistics).

3.7.15 Describe options available for printing individual and groups of completed forms (for the User, form owner, and Admin Users). Explain how the Solution optimizes forms for printing when needed.

****3.7.16** Describe how Users access and complete forms online. Provide screenshots to illustrate the user experience.******

****3.7.17** Confirm delivery and scheduling options available for forms created in the system (e.g., pushing forms via email or dashboard to a set of users to be completed by a specified deadline, generation of a unique “evergreen” link for forms that are always available).

3.7.18 Describe how the Solution ensures a mobile-friendly experience for Users completing and/or approving forms.

3.7.19 Describe what accessibility features are available in the Solution to support Users completing forms (including automated translation, integrated accessibility features, and interoperability with browser-based and device accessibility features).

****3.7.20** Describe how the Solution manages permissions and roles, ensuring that users can only view, approve, or act on forms relevant to their responsibilities or directly assigned to them.**

3.7.21 Describe how the Solution supports efficient searching to view in-progress and completed forms (for Organization Users with appropriate permissions).

3.7.22 Describe options available in the system to verify the identity of the user completing a form (e.g., unique email links for Users without login accounts, authentication options for Organization Users).

3.7.23 Describe any features in the Solution designed to support collaboration on form design or submission (e.g., simultaneous editing of form design for Admin Users, ability for Users and workflow approvers to exchange comments).

3.7.24 Please describe any additional functionality available as part of the core/proposed electronic document routing/forms functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

3.7.25 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

3.8 Website Chatbot

****3.8.1** Describe the primary purpose of the Website Chatbot (chatbot) Solution (e.g. search aid, summarizing content, automation of support). ******

****3.8.2** Provide an overview of the chatbot features and any competitive differentiators that make the chatbot tool ideally suited for Participants (educational and government agencies). ******

****3.8.3** Please explain how the chatbot processes data (ie: is the chatbot AI-powered, rule-based, or a combination of both?). ******

3.8.4 Explain the support for natural/conversational input and intent.

3.8.5 Describe if there are any escalation features embedded within the chatbot Solution (i.e. including helpdesk integration, transition to live Participant support for Users).

--

3.8.6 Describe any limitations to accessibility features offered through the website it is embedded in (ie: does the chatbot Solution inhibit or obstruct accessibility features or tools used with the Participant's website?)

--

3.8.7 Describe any differences in functionality between the Solution's mobile access to the web interface, and desktop access to the web interface. Be specific about any missing or deprecated features.

--

3.8.7 Please describe any additional functionality available as part of the core/proposed chatbot functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

3.8.8 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

--

3.9 Campus Safety

For this section, Providers may consider proposing professional services, equipment, installation services, supplies, software platforms and other items that support keeping school campuses and other Participant facilities safe. This section is intended for Solutions that may integrate with Provider's web or notification system offerings. Examples may include emergency alerting and response systems, lock-down tools, e911, digital signage, and visitor/volunteer management platforms.

****3.9.1** Describe the Vendor's proposed Solution(s) and how they contribute to safe and secure school campuses and/or public facilities. ******

--

****3.9.1**** Provide an overview of Vendor's support for installation and/or implementation of the proposed Solution(s). Include descriptions of manufacturer-issued or other certifications as applicable to the installation of the proposed products.

--

3.9.2 If applicable, describe how the Solution integrates with the Website and/or Notification Solution to provide a unified emergency response/safety solution.

--

3.9.3 Please describe any additional functionality available as part of the core/proposed campus safety functionality in the Solution. Separately, outline optional solution(s) that may be available for purchase at an additional cost to the Participant. Please be sure to include any additional costs here and in the Pricing Form.

Included with Core Solution:
Additional Products for additional cost:

--

3.9.4 Please also provide a brief description of planned future development that may be beneficial to Participants. If additional costs will apply please describe them here.

--

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, surcharges, and costs of optional services and products. 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, 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 Confirm that Vendor shall accept annual payments for multi-year agreements (public agencies typically cannot pre-pay for multiple years of licensing).			
**4.5 Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. **			

****4.6** Provide a narrative explanation of the pricing proposal. Describe in detail any limitations 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. **

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

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

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

****4.10** The maintenance and licensing fee shall not begin until the Solution has been tested and accepted by the Participant. Describe payment milestones and expectations. **

****4.11** 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). **

****4.12 A.** Please clarify if applicable taxes are included in the Pricing Sheets.
B. Please clarify if taxes shall be paid by Participant or Vendor. **

A.
B.

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 ***

Appendix A: Standard Master Agreement and Standard Purchase Agreement

ED TECH JPA MASTER AGREEMENT:

RFP No. 25/26-04 Web Design and Hosting and Notification Systems

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 September 24, 2025, Ed Tech JPA issued a Request for Proposal for Web Design and Hosting and Notification Systems (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 Web Design and Hosting and Notification 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. TRADEMARKS

Vendor hereby grants Ed Tech JPA a limited, non-exclusive, non-sublicensable, non-transferable, revocable license during the term of this MA to use and display the trademark "Vendor", Vendor's logo, and any other mark owned by Vendor that identifies Vendor's service and/or product offering for the sole purpose of indicating the Ed Tech JPA partnership with Vendor.

Ed Tech JPA hereby grants Vendor a limited, non-exclusive, non-sublicensable, non-transferable, revocable license during the term of this MA to use and display the trademark, logo, and any other mark owned by Ed Tech JPA that identifies the Ed Tech JPA's service and/or product offering, for the sole purpose of indicating the Vendor's partnership with Ed Tech JPA.

7. 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.

8. 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.

9. 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. Notwithstanding the foregoing Vendor may sell the Products to legacy customers 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 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, except as explicitly stated herein and in the RFP. 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.

Product costs may be adjusted to compensate for inflation through an amendment to this MA. 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.

10. 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.

11. 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 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" and/or "WCAG 2.1") and such iterations of Web Content Accessibility Guidelines as may become applicable during the term of this Agreement.

12. PERMITS/LICENSES

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

13. INSURANCE

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

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.

14. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by Ed Tech JPA for information regarding Vendor's transactions with Participants, including transmittal of transaction data in electronic format. Vendor will report to Ed Tech JPA all 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.

15. ADMINISTRATIVE FEE

- A. Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as three and a half percent (3.5%) of the invoiced amount of any Participant agreement with Vendor or the then-current Admin Fee, whichever is lower, based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

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

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

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over three and a half percent (3.5%). 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
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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 or other agreed upon payment method, 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.

16. 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.

17. 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 arising from the sale of a Product to a Participant: (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 Web Content Accessibility Guidelines ("WCAG"), and such iterations as may become applicable during the term of this Agreement.

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 22, below.

18. 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.

19. SEVERABILITY

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

20. DEFAULTS

In the event that a party defaults in its obligations under this MA, and if such default is not cured within thirty (30) days after notice of the default from other party to defaulting party, then

non-defaulting party may pursue any available remedies against defaulting party including, but not limited to, termination of this MA.

21. GOVERNING LAW AND VENUE

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

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

22. NOTICES

All notices under this MA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) 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.

23. ASSIGNMENT

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

24. INDEPENDENT CONTRACTOR

The parties, in the performance of this MA, shall be and act as independent contractors. The parties are not, and nothing in this PA shall be interpreted that the parties are, partners, joint

venturers, co-owners or otherwise participants in a joint or common undertaking. 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.

25. 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.

26. COUNTERPARTS

This MA may be signed in the original or by electronic means (such as PDF) and/or 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.

27. 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.

28. SURVIVAL

The parties' respective obligations under the following sections of this MA shall survive any termination of this MA: Sections 14 through 22, covering Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

29. EXHIBITS

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

30. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This MA, the RFP, Vendor's Proposal, the PA template, 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, save for matters of student data privacy and security, and in that instance the NDPA shall take first precedence; (4) the body of the PA template; (5) Vendor's Proposal; and (6) 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
Its: President of the Board

By:
Its:

Date

Date

Exhibit A

Ed Tech JPA Pricing

**ED TECH JPA PURCHASE AGREEMENT:
25/26-04 Web Design and Hosting and Notification Systems**

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 September 24, 2025, Ed Tech JPA issued a Request for Proposal for Web Design and Hosting and Notification 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 Web Design and Hosting and Notification Systems 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 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 ("WCAG 2.0 and/or "WCAG 2.1") and such iterations of the Web Content Accessibility Guidelines 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, Participant's receipt of the Product 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 all annual recurring fees are due and payable annually for each year of the Term. Upon execution of this PA and each subsequent year of the Term, Vendor will submit quotes/order forms 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. Participant may issue purchase orders and payment on an annual basis for multi-year agreements with annual costs, within thirty (30) days of receiving Vendor's annual 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 THE DIRECT COSTS OF REMEDYING AN UNAUTHORIZED ACCESS OR A VIOLATION OF THE TERMS OF THE NDPA. THIS LIMITATION SHALL NOT APPLY TO CLAIMS FROM FRAUD OR GROSS NEGLIGENCE.

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 that is directly responsible for the claim of misappropriation, (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; (iv) related to a data breach and/or personal injury due to Vendor's recklessness, gross negligence, or intentional conduct; or (v) or any allegation that the Product does not conform to WCAG 2.0. 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 legal 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 to the extent the claim 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. The parties acknowledge that 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 and shall not automatically renew, and shall not extend beyond this date except as mutually agreed by the parties in writing. 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. Participants may issue Purchase Orders and payment on an annual basis for multi-year agreements with annual costs.

Either Party may terminate this PA upon giving 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 which materially disrupts the delivery of the service or causes the Participant substantial damages not due to Participant's misuse of the Product or on Participant's network. 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 (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 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. 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.

17. 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. Vendor will provide services in a professional manner and in accordance with generally accepted industry practices.

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.

18. 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.

19. EXHIBITS

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

20. 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.

21. INDEPENDENT CONTRACTOR

The parties, in the performance of this PA, shall be and function as independent contractors. The parties are not, and nothing in this PA shall be interpreted that the parties are, partners, joint venturers, co-owners or otherwise participants in a joint or common undertaking. 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.

22. 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.

23. 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.

24. AUTHORIZED SIGNATURES

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



breaching party.

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

PARTICIPANT

VENDOR

By:

Its:

By:

Its:

Exhibit A

Order Information and Implementation Plan

Appendix B: Required Forms

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

Proposal Submission Checklist

Master Agreement & Purchase Agreement Confirmation

Acknowledgment of Amendments to RFP

Vendor Representation and Certification

Noncollusion Declaration

Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters

Certification on Restrictions on Lobbying

Worker's Compensation Certificate

Drug-Free workplace

Tobacco Use Policy

Criminal Records Check Certification by Vendor

Disclosure of Proposal

W-9

Insurance Requirements Acknowledgement

Minimum Price Guarantee Acknowledgment

Administrative Fee Acknowledgment

Rules Acknowledgement

PROPOSAL SUBMISSION CHECKLIST

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

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

MASTER AGREEMENT & PURCHASE AGREEMENT CONFIRMATION

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

Name under which business is conducted

--

Business Street Address

City

State Zip Code

--

Telephone Number:

--

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above.

Signature

Date

--	--

Name

Title

--	--

IF PARTNERSHIP, sign here:

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

Signature

Date

--	--

Name

Title

--	--

Signature

Date

--	--

Name

Title

--	--

IF CORPORATION, sign here:

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

Signature

Date

--	--

Corporation Legal Name

--

Name

Title

--	--

Incorporated under the laws of the State of

--

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

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

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

Amendments

Amendment No	Date Published	Date Received

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

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

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

--

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

Signature

Date

--	--

Vendor Legal Name

--

Name

Title

--	--

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

NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL

(Public Contract Code section 7106) The undersigned declares:

I am the

--

(title) of

--

(Vendor), the party making the foregoing proposal.

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

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

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

Signature

Date

--	--

Vendor Legal Name

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Name

Title

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City

State

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**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

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Vendor Legal Name

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Name

Title

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CERTIFICATION OF RESTRICTIONS ON LOBBYING

I hereby certify on behalf of

--

(name of offeror) that

--

(Firm name) meets the following qualifications:

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

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

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

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

Signature

Date

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Vendor Legal Name

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Name

Title

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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

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Vendor Legal Name

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Name

Title

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

DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participant determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

I acknowledge that I am aware of the provisions of Government Code §8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Signature

Date

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Vendor Legal Name

--

Name

Title

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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

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Name

Title

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CONTACT WITH STUDENTS

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

OR

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

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

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

Signature

Date

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Vendor Legal Name

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Name

Title

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

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

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

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

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CERTIFICATION BY CONTRACTOR

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

I, , am the
Name of individual Title

Name of Contractor

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

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

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

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

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

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

Executed at

	, California
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On

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Signature

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Vendor Legal Name

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Name

Title

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Address

Telephone Number

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DISCLOSURE OF PROPOSAL

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

OR

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

Signature

Date

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Vendor Legal Name

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Name

Title

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W-9

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

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

Insurance Requirements Acknowledgement

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

Mandatory Requirements (unless Participant reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.

Minimum Limits (If required by Participant)

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

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

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

Optional Insurance

Cyber Risk insurance to cover both tangible and intangible property risk of the system and data, as well as third party liability for breaches of security is encouraged, but not required by Ed Tech 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.



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

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

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 Product(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, except as explicitly stated in the RFP. Ed Tech JPA Participants shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the Vendor to any other school district or any other state, county, municipal or local government agency in a California County for the product(s) listed in the RFP.

I hereby agree to the Minimum Price Guarantee specified herein.

Signature	Date
Vendor Legal Name	
Name	Title



Administrative Fee Acknowledgment

Vendor agrees to pay Ed Tech JPA an administrative fee (the "Admin Fee") calculated as three and a half percent (3.5%) of the invoiced amount of any Participant agreement with Vendor based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

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

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

I hereby agree to the Administrative Fee specified herein.

Signature	Date
Vendor Legal Name	
Name	Title

Rules Acknowledgement

I hereby agree to the Rules specified in Section 5.0 of this RFP.

Signature

Date

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Vendor Legal Name

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Name

Title

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Appendix C: Federal Certifications

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

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

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

Breach of Contract by Either Parties

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

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

I hereby agree to the Breach of Contract by Either Parties

Initials of Authorized Representative of Vendor Name

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Termination For Cause or For Convenience

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

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

I hereby agree to the Termination For Cause or For Convenience

Initials of Authorized Representative of Vendor Name

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Rights to Inventions Made Under a Contract Agreement

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

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

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

Initials of Authorized Representative of Vendor Name

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

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

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

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

Initials of Authorized Representative of Vendor Name

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Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

I hereby agree to the Debarment and Suspension

Initials of Authorized Representative of Vendor Name

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

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

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

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

b.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, “Disclosure



Form to Report Lobbying", in accordance with its instructions

c.) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds to all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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

Initials of Authorized Representative of Vendor Name

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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

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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

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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

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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

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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

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Vendor Address

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City State Zip

--	--	--

Phone Number Fax Number

--	--

Email Address

--

Name Title

--	--

Signature Date

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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, surcharges, and costs of optional services and products. Describe any assumptions made impacting the cost proposal, and any limitations (e.g., professional service hours, number of initial distribution groups) that apply to the listed costs. Costs not identified by the Vendor shall be borne by the Vendor and will not alter the requirements identified in this solicitation.

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

Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts.

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

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

Pricing Form				
One Time Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Implementation <i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>				
Training <i>Including but not limited to: Training Services (Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>				
Other <i>Please Describe:</i>				
Annual Recurring Costs				
Item	Description	Unit Cost <i>(indicate Flat Cost or Per Student/Staff/User, etc.)</i>	One Time Cost <i>(Y or N)</i>	Price Escalators <i>(Years 1 - 5)</i>
Tier 1 Licensing <i>Including but not limited to: Software, Licensing, training materials and release notes.</i>	_____ licenses to qualify for Tier 1			
Tier 1 Maintenance & Support				
Tier 1 Upgrade & Update Costs <i>Including but not limited to: Updated training materials and release notes.</i>				
Tier 1 Other <i>Please Describe:</i>				
Tier 2 Licensing <i>Including but not limited to: Software,</i>	_____ licenses to qualify for Tier 2			

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

☐ Price escalators apply - Proposed pricing is effective _____ through _____ and increases may be imposed annually on the _____ of _____.

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.



DISTRICT-MODIFIED ('MODIFIED')

STANDARD STUDENT DATA PRIVACY AGREEMENT

(National Data Privacy Agreement (NDPA) Standard)

Education Technology Joint Powers Authority

And

[NAME OF PROVIDER]

Authored by Members of the Student Data Privacy Consortium (SDPC) &

Mark Williams, Fagen, Friedman & Fulfrost LLP

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This document may only be used by A4L Community members and may not be altered in any substantive manner.



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: Education Technology Joint Powers Authority, located at 5050 Barranca Parkway, Irvine, CA 92604 (the “LEA”) and

[Provider Name],

located at [Street, City, State]
(the “Provider”).

PREAMBLE

WHEREAS, the Provider is providing educational or digital Services, as defined in Exhibit “A”, to LEA, which Services may 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 have entered into a Service Agreement (as defined herein), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA (collectively the “Agreement”),

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),

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:

General Offer of Privacy Terms.

The Provider has signed Exhibit “E” to the SDPC Standard Clauses, otherwise known as “General Offer of Privacy Terms” enabling other LEAs to enter into the same terms of this DPA with Provider.

Special Provisions. (Check if Required)

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



If the Parties desire to change any terms, use the 'Vendor-Specific' Agreement or 'District-Modified' Agreement.

The **designated representative for the LEA** for this DPA is:

Name: Michelle Bennett Title: Supervisor: Contracts & Purchasing

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

Signed By: _____ Date: _____

Printed Name: Brianne Ford Title/Position: President

PROVIDER: [Name of Provider]

Signed By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Each Party is responsible to promptly notify the other Party of changes to the notice information.

Notices to Provider

[Provider Individual Name]
[Provider Individual Role]
[Provider Postal Address
]

[Provider E-mail Address
]

With a copy to (if provided):

[Provider Legal Counsel
]
[Provider Legal Counsel Postal
Address]
[Provider Legal Counsel E-mail
Address]

Notices to LEA

Michelle Bennett
Supervisor: Contracts & Purchasing
5050 Barranca Pkwy, Irvine, CA
92604

EdTechJPA@iusd.org

With a copy to (if provided):

[
]
[
]

Security Notices to Provider

(Required per Section 5.3)

[Provider Security Individual
Name]
[Provider Security Individual Role]
[Provider Security Postal Address
]
[Provider Security E-mail Address
]

Security Notices to LEA

(Required per Section 5.3)

Michelle Bennett
Supervisor: Contracts & Purchasing
5050 Barranca Pkwy, Irvine, CA
92604

EdTechJPA@iusd.org

STANDARD CLAUSES

ARTICLE I: PURPOSE AND SCOPE

1.1 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 and state privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA. With respect to its use and maintenance of Student Data,

Provider shall be under the direct control and supervision of the LEA as set forth in this DPA and the Service Agreement.

1.2 Description of Products and Services.

A description of all products and services covered by the Agreement, and information specific to this DPA, are listed in Exhibit "A". If a Provider needs to update any information on the Description Of Products And Services (such as updating with new provided services), they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may add or delete products or services subject to this DPA under the following circumstances:

1. Deleted products or services: The products or services have been discontinued and are no longer available from the Provider.
2. Added products or services: The added products or services are either:
 - a. a direct replacement, or substantially equivalent to the original products or services listed in the DPA, or
 - b. the added products or services result in enriched new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed.

If an added product or service requires additional Data Elements, Provider must complete the relevant portion of the Addendum template to update Exhibit "B".

Provider may not make any change to Exhibit "A" via an Addendum, except adding or deleting products or services. LEA is under no obligation to acquire added products or services, and has no ability under the DPA to prevent deletion of products or services. Subject to the limitations in this section, an Addendum is automatically incorporated into this DPA when LEA is notified by Provider, in accordance with the notification provisions of this DPA, of the Addendum's existence and contents.

1.3 Student Data to Be Provided.

In order to perform the services, the Provider shall process Student Data as identified by the Provider in the Schedule of Data, attached hereto as Exhibit "B". Student Data may be provided by the LEA or created by students, as set forth fully in the definition of Student Data in Exhibit "C". If a Provider needs to update any information on Exhibit "B", they may do so by completing the Addendum template provided by the A4L Community and sending a copy to the LEA.

Provider may delete data elements from Exhibit "B" if they are no longer used by the Provider.

Provider must add data elements to Exhibit “B”, when a material change has occurred, regardless of whether the added data elements are either one of the following:

1. used to better deliver the original products or services listed in the DPA, or
2. used to deliver added products or services that result in new or enhanced capabilities, new modules, technology advancements and or service categories relating to the listed products or services that Provider did not have at the time the DPA was signed. Such new products or services must be designated in the Addendum template as changes to Exhibit “A”.

The Provider must notify the LEA, in accordance with the notification provisions of this DPA, of the existence and contents of an Addendum modifying Exhibit “B”. The LEA will have thirty (30) days from receipt to object to the Addendum. If no written objection is received it will become incorporated into the DPA between the parties.

1.4 DPA Definitions.

Capitalized terms used in this DPA shall have the meanings set forth in Exhibit “C”. With respect to the treatment of Student Data, 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.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

2.1 Student Data Property of LEA.

As between LEA and Provider, all Student Data processed by the Provider, or created by students (as set forth fully in the definition of Student Data in Exhibit “C”), pursuant to the 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 processed by the Provider, including any modifications or additions or any portion thereof from any source, are also 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.

2.2 Parent, Legal Guardian and Student Access.

The LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student (as defined in FERPA) may review Student Data and request deletion or modification, and request delivery of a copy of the Student Data. In support of this, the Provider shall establish reasonable procedures by which the LEA may access, and correct if necessary,

Education Records and/or Student Data, and make a copy of the data available to the LEA or (at the LEA's direction) to the parent, legal guardian or eligible student directly. If the LEA is not able to review or update the Student Data itself, Provider shall respond in a reasonably timely manner (and no later than thirty (30) 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, legal guardian or student, whichever is sooner) to the LEA's request for Student Data held by the Provider to view or correct as necessary.

In the event that a parent or legal guardian of a student or eligible student contacts the Provider to correct, delete, review or request delivery of a copy of any of the Student Data collected by or generated through the Services, the Provider shall refer that person to the LEA, who will follow the necessary and proper procedures regarding the requested information. In the event that any person other than those listed contacts the Provider about any Student Data, the Provider shall refer that person to the LEA, except as provided in Section 4.4.

2.2.1 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.

2.2.2 In the event that Student Generated Content is transferred to the control of the student, parent or legal guardian, the copy of such Student Generated Content that is in the control of such person is no longer considered Student Data.

2.3 Subprocessors.

Provider shall enter into a Subprocessor Agreement 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. Every Subprocessor Agreement must provide that the Subprocessor will not Sell the Student Data. The terms of a Subprocessor Agreement shall not be materially modified by the Subprocessor unless notice is provided to the Provider.

ARTICLE III: DUTIES OF LEA

3.1 Provide Data in Compliance with Applicable Laws.

LEA shall use the Services and provide Student Data in compliance with all applicable federal and state privacy laws, rules, and regulations, all as may be amended from time to time.

3.2 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.

3.3 Reasonable Precautions.

LEA shall employ administrative, physical, and technical safeguards designed to protect usernames, passwords, and any other means of gaining access to the Services and/or hosted Student Data from unauthorized access, disclosure, or acquisition by an unauthorized person.

3.4 Unauthorized Access Notification and Assistance.

LEA shall notify Provider within seventy-two (72) hours of any confirmed Data Breach to the Services, LEA's account or any Student Data that poses a privacy or security risk. If requested by Provider, LEA will provide reasonable assistance to Provider in any efforts by Provider to investigate and respond to such Data Breach.

ARTICLE IV: DUTIES OF PROVIDER

4.1 Privacy and Security Compliance.

The Provider shall comply with all laws and regulations applicable to Provider's protection of Student Data privacy and security, and at the direction of the LEA shall cooperate with any state or federal government initiated audit of the LEA's use of the Services.

4.2 Authorized Use.

The Student Data processed pursuant to the Services shall be used by the Provider for no purpose other than performing the Services outlined in Exhibit "A", or as instructed by the LEA.

4.3 Provider Employee Obligation.

Provider shall require all of Provider's employees 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 with access to Student Data pursuant to the Service Agreement.

4.4 No Disclosure.

Provider acknowledges and agrees that it shall not sell or disclose 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.

4.4.1 Exceptions to No Disclosure.

4.4.1.1 This prohibition against disclosure will not apply to Student Data where disclosure is directed or permitted by the LEA or this DPA.

4.4.1.2 The provision to not sell Student Data shall not apply to a Change of Control.

4.4.1.3 This prohibition against disclosure shall not apply to Student Data disclosed pursuant to a judicial order or lawfully issued subpoena or warrant.

4.4.1.4 This prohibition against disclosure shall not apply to Student Data disclosed to Subprocessors performing Services on behalf of the Provider pursuant to this DPA.

4.4.1.5 Should law enforcement or other government entities (“Requesting Party(ies)”) provide a judicial order or lawfully issued subpoena or warrant to the 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.

4.4.1.6 Notification under 4.4.1.5 is not required if the judicial order or lawfully issued subpoena or warrant states not to inform the LEA of the request.

4.4.1.7 Should the LEA be presented with a judicial order or lawfully issued subpoena or warrant to disclose Student Generated Content or other Student Data, the Provider shall cooperate with the LEA in delivering such data.

4.4.1.8 This prohibition against disclosure shall not apply to LEA-authorized users of the Services, which may include parents and legal guardians.

4.4.1.9 This prohibition against disclosure shall not apply to protect the safety of users or others, if and only if, an LEA employee who has specifically been authorized to declare a health or safety emergency has done so and all requirements under 34 CFR §§ 99.31(a)(10) and 99.36 have been fulfilled by the LEA.

4.4.1.10 This prohibition against disclosure shall not apply to protect the integrity or security of the Service, where such disclosure is made to a Subprocessor engaged by Provider for the specific purpose of investigating a potential Data Breach as set forth in 5.4.

4.5 De-Identified Data

Provider agrees not to attempt to re-identify De-Identified Student Data without the written direction of the LEA. De-Identified Student Data may be used by the Provider for those purposes allowed under applicable laws, for the purposes allowed for the processing of Student Data under this DPA, as well as the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; (2) research, development, and improvement 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 Student Data shall survive termination of this DPA or any request by LEA to return or dispose of Student Data. Except for Subprocessors, Provider agrees not to transfer De-identified Student Data to any third party unless the transfer is expressly directed or permitted by the LEA or this DPA. Such Subprocessors must be subject to equivalent terms of the DPA including this one. Prior to publishing any document that names the LEA, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Student Data is presented. If Provider chooses to create De-Identified Data, its process must comply with either NIST de-identification standards or US Department of Education guidance on de-identification.

4.6 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.

If the Provider has a standard retention and destruction schedule, that schedule shall apply to Student Data as long as this DPA is active. The Provider's practice relating to retention and disposition of Student Data shall be provided to the LEA upon request.

At the termination of this DPA, the Provider shall, unless directed otherwise by the LEA, dispose of, or delete Student Data obtained by the Provider under the Agreement within sixty (60) days of termination (unless otherwise required by law). If the Agreement has lapsed or is not terminated, the Student Data shall be deleted when directed or permitted by the LEA, according to Provider's standard destruction schedule, or as otherwise required by law. The LEA may provide the Provider with special instructions for the disposition of the Student Data, by transmitting to Provider Exhibit "D", attached hereto. The duty of the Provider to dispose of or delete Student Data shall not extend to De-Identified Data or to Student-Generated Content that has been transferred or kept pursuant to Section 2.2.2.

4.7 Advertising Limits.

Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA; or (c) for any commercial purpose other than to provide the Service to the LEA, or as authorized by the LEA or the parent/guardian. Targeted Advertising is strictly prohibited. However, 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 account holders that are not considered Targeted Advertising (this exception does not apply where the Provider is relying on the LEA to provide consent on behalf of the parent under COPPA); or (iii) to notify account holders about new education product updates, features, or Services that are not considered Targeted Advertising or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Before making product recommendations under section (ii) above, Provider must disclose the existence of those recommendations to LEA in writing, in sufficient detail that LEA can fulfill any obligations under applicable law (e.g. PPRA).

ARTICLE V: DATA SECURITY AND BREACH PROVISIONS

5.1 Data Storage.

If Student Data is stored outside the United States, Provider will provide a list of Countries where data is stored, in Exhibit “B”.

5.2 Security Audits.

Provider will conduct a security audit or assessment no less than once per year, and upon a Data Breach. Upon 10 days’ notice and execution of confidentiality agreement, Provider will provide the LEA with a copy of the audit report, subject to reasonable and appropriate redaction.

5.3 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 of Student Data. The Provider shall implement an adequate Cybersecurity Framework that incorporates one or more of the nationally or internationally recognized standards set forth in Exhibit “F”. Additionally, Provider may choose to further detail its security programs and measures in Exhibit “F”. Provider shall provide, in the Preamble to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

5.4 Data Breach.

In the event that Provider confirms a Data Breach, the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the Data Breach, unless notification within these time limits would disrupt investigation of the Data Breach by law enforcement. In such an event, notification shall be made within a reasonable time after the Data Breach. Provider shall follow the following process:

- (1) The Data Breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - (a) The name and contact information of the Provider subject to this section,
 - (b) the date of the notice,
 - (c) the date of the Data Breach, the estimated date of the Data Breach, or the date range within which the Data Breach occurred,
 - (d) Whether the notification was delayed as a result of a law enforcement investigation, if legally permissible to share that information,
 - (e) A general description of the Data Breach, if that information is possible to determine at the time the notice is provided,
 - (f) A description of the Student Data reasonably believed to have been the subject of the Data Breach; and
 - (g) Identification of impacted individuals.
- (2) Provider agrees to adhere to all applicable federal and state laws with respect to a Data Breach related to the Student Data, including any required responsibilities and procedures for notification and mitigation of any such Data Breach.
- (3) Provider further acknowledges and agrees to have a written Data Breach response plan that is consistent with applicable industry standards and federal and state law for responding to a Data Breach, involving Student Data and agrees to provide LEA, upon reasonable written request, with a summary of said written Data Breach response plan.
- (4) LEA shall provide notice and facts surrounding the Data Breach to the affected students, parents, or guardians.
- (5) In the event of a Data Breach originating from LEA's use of the Service or otherwise a result of LEA's actions or inactions, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data and may request costs incurred as a result of such Data Breach.

CONTRACT TERMS

Term and Termination. In the event that either Party seeks to terminate this DPA, they may do so by written notice if 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. This DPA shall stay in effect for as long as the Provider retains the Student Data, as set forth in section Article IV, Section 4.6. In the case of a “Change of Control” the LEA has the authority to terminate the DPA if it reasonably believes that the successor cannot uphold the terms and conditions herein or having a contract with the successor would violate the LEA’s policies or state or federal law.

Data Disposition on Service Agreement Termination. If the Service Agreement is terminated, the Provider shall dispose of all of LEA’s Student Data pursuant to Article IV, Section 4.6 of the Standard Clauses.

Notices. All notices or other communication required or permitted to be given hereunder must be made in writing and may be given via e-mail transmission, or first-class mail, or mutually agreed upon method sent to the designated representatives documented in the Preamble.

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. With respect to the treatment of Student Data only, 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 in Exhibit “G”, Exhibit “H” will control, followed by Exhibit “G”. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

Entire Agreement. This DPA, the RFP, Provider’s Proposal in response to the RFP, the Ed Tech JPA Master Agreement, the Ed Tech JPA Purchase Agreement, and the Service Agreement (“the 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.

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.

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.

Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a Change of Control. In the event of a Change of Control, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of such Change of Control. 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.

Authority. Each signatory confirms they are authorized to bind their institution to this DPA in its entirety.

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

EXHIBIT A: PRODUCTS AND SERVICES

This DPA covers access to and use of [**Provider Name**]'s existing Services that collect, process, or transmit Student Data, as identified below:

Vendor's products, including but not limited to: web design and hosting, notification, electronic document routing, chatbot, and/or campus safety system.

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	[enter product(s)) name]	[enter product(s)) name]	[enter product(s)) name]	[enter product(s)) name]	[enter product(s)) name]	[enter product(s)) name]	[enter product(s)) name]
Application Technology MetaData							
IP Addresses of users, use of cookies, etc.							
Other application technology metadata							
<i>If 'Other' checked, please specify below checked box:</i>							
Application Use Statistics							
Meta data on user interaction with application							
Assessment							
Standardized test scores							

Observation data							
Voice recordings							
Other assessment data							
<i>If 'Other' checked, please specify below checked box:</i>							
Attendance							
Student school (daily) attendance data							
Student class attendance data							
Communication							
Online communication captured (emails, blog entries)							
Conduct							
Conduct or behavioral data							
Demographics							
Data of birth							

Place of birth							
Gender							
Ethnicity or race							
Language information (native, or primary language spoken by student)							
Other demographic information							
<i>If 'Other' checked, please specify below checked box:</i>							
Enrollment							
Student school enrollment							
Student grade level							
Homeroom							
Guidance counselor							
Specific curriculum programs							

Year of graduation							
Other enrollment information							
<i>If 'Other' checked, please specify below checked box:</i>							
Parent/Guardian Contact Information							
Address							
Email							
Phone							
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							
<i>If 'Other' checked, please specify below checked box:</i>							
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 (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							
Student Survey Responses							
Student responses to surveys or questionnaires							
Student Work							
Student generated content; writing, pictures, etc.							
Other student work data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transcript							
Student course grades							
Student course data							

Student course grades/performance scores							
Other transcript data							
<i>If 'Other' checked, please specify below checked box:</i>							
Transportation							
Student bus assignment							
Student pick up and/or drop off location							
Student bus card ID number							
Other transportation data							
<i>If 'Other' checked, please specify below checked box:</i>							
Other							
Other data collected							

<i>If 'Other' checked, please list each additional data element used, stored, or collected by your application below checked box:</i>							
None							
No student data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.							

If Student Data is stored outside the United States, Provider shall list below the Countries where data is stored:

[]

EXHIBIT C: DEFINITIONS

Change of Control: Any merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of Provider or of the portion of Provider that performs the Services in the Service Agreement.

Contextual Advertising: Contextual advertising is the delivery of advertisements based upon a current visit to a Web page or a single search query, without the collection and retention of data about the consumer's online activities over time.

De-Identified Data: 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 student, including, but not limited to, any information that, alone or in combination is linkable to a specific student.

Data Breach: An unauthorized release, access to, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider in violation of applicable state or federal law.

Educational Records: Educational Records shall have the meaning set forth under FERPA 20 U.S. C. 12 32 g(a)(5)(A). For additional context see also the 'Student Data' definition.

LEA: For the purpose of this DPA, the LEA is the educational entity that is a Party to this Agreement. An LEA can be a state agency, an educational service agency, a charter school or school system or a private school or school system, in addition to the federal definition of Local Education Agency (LEA).

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 or Student Data.

Originating LEA: An educational entity otherwise meeting the definition of LEA that originally executes the DPA in its entirety (including the marked checkbox enabling Exhibit "E") with the Provider.

School Official: For the purposes of this DPA and pursuant to FERPA 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

Educational Records; and (3) Is subject to FERPA 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Educational Records.

Service Agreement: Refers to the quote, corresponding contract, purchase order or terms of service and/or terms of use.

Student Data: Student Data includes any data, whether gathered, created or inferred by Provider or provided by LEA or its users, students, or students' parents/guardians, for a school purpose, that is descriptive of the student including, but not limited to, information in the student's Educational Record, persistent unique identifiers, or any other information or identification number that would provide information about a specific student. Student Data includes Metadata that has not been stripped of all direct and indirect identifiers. 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 include properly De- Identified Data or anonymous usage data regarding a student's or LEA's use of Provider's Services.

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. "Student Generated Content" does not include student responses to a standardized assessment where student possession and control would jeopardize the validity and reliability of that assessment.

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 or storage of Student Data, including security, storage, analytics, and other processing activities necessary to perform a Provider business purpose.

Subprocessor Agreement: An agreement between Provider and a third party Subprocessor. A Subprocessor Agreement includes either a written agreement or an acceptance of terms and conditions (e.g., click through agreements).

Subscribing LEA: An educational entity otherwise meeting the definition of LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms by executing Exhibit "E".

Targeted Advertising: 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 Provider 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 Contextual Advertising.

EXHIBIT D: SPECIAL INSTRUCTIONS FOR DISPOSITION OF DATA

After this DPA takes effect, if the LEA has special requirements for the disposition of Student Data that are not expressed in 4.6 Disposition of Data, the LEA may fill in this form and deliver it to the Provider.

The Provider and the LEA must not fill in this form at the initiation of the DPA.

The Provider shall act on Exhibit “D” from the designated representative of the LEA or their designee (Preamble or Exhibit “E” for Subscribing LEA).

[Insert Name of District or LEA] (“LEA”) instructs Provider to dispose of Student Data obtained by Provider pursuant to the terms of the DPA between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

- ☐ Disposition is partial. The scope of Student Data to be disposed of is set forth below or found in an attachment to this Directive:

[Insert categories of Student Data here]

- ☐ Disposition is complete. Disposition extends to all Student Data.

2. Nature of Disposition

- ☐ Disposition shall be by destruction or deletion of Student Data.

- ☐ Disposition shall be by a transfer of Student Data. The Student Data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Timing of Disposition

Student Data shall be disposed of by the following date:

- ☐ As soon as commercially practicable

- ☐ On Provider’s standard destruction schedule

- ☐ By ***[Insert Date]***

4. De-Identified Data

- ☐ The Provider certifies that they have De-Identified the data, as defined elsewhere in this Agreement, and disposed of all copies of Student Data that were not De-Identified in accordance with this Schedule and the DPA. The Provider will notify LEA in accordance with the notification requirements of the DPA using this form.

As of ***[Insert Date]***

5. Other:

Signature(s)		Notice of Verified Disposition of Data	
_____	_____	_____	_____
Authorized Representative of LEA	Date	Authorized Representative of Provider	Date

EXHIBIT E: GENERAL OFFERS OF TERMS

Provider and the Subscribing LEA (named below) agree by signing this General Offer of Privacy Terms (“General Offer”) that they are bound by the same terms as the DPA between Provider and Education Technology Joint Powers Authority (“**Originating LEA**”) dated

_____.

Provider and Subscribing LEA agree that the information below will be replaced throughout the DPA with the information specific to the Subscribing LEA filled in below for the Subscribing LEA. This General Offer shall extend only to the terms set forth in this DPA and shall not necessarily bind Provider or Subscribing LEA to any other terms entered into between Provider and Originating LEA. Any commercial terms, such as price, term, or schedule of Services, relating to Subscribing LEA’s use of the Provider’s Services shall be determined solely between Provider and Subscribing LEA.

If Provider makes changes to Exhibit “A” or Exhibit “B” in accordance with sections 1.2 and 1.3 respectively, Provider must complete the Addendum template provided by the A4L Community and notify the Originating LEA and all Subscribing LEAs in accordance with the notification provisions of this DPA, of the Addendum’s existence and contents. With regard to a Subscribing LEA, an Addendum is automatically incorporated into this DPA when Subscribing LEA is notified by Provider. If an Addendum modifies Exhibit “B”, the LEA will have thirty (30) days from receipt to object. If no written objection is received it will become incorporated into the DPA between the parties.

The Provider may withdraw the General Offer (for future use or for LEAs that have not already accepted it) in the event of: (1) a material change in the applicable privacy statutes; or (2) a material change in the Services and products listed in the Service Agreement. Notification of a withdrawal shall be submitted to ndpa_requests@A4L.org.

Subscribing LEAs shall send the signed Exhibit “E” to Provider at the following email address:

The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

RESOURCE NAME(S):

[Insert all Resource Names covered by Originating DPA]

PROVIDER: [Insert Name of Provider]**Signed By:** _____ **Date:** _____**Printed Name:** _____ **Title/Position:** _____*Originating LEA:* Education Technology Joint Powers Authority*Resource Names:* _____*Provider Name:* _____

Page 2 of 2: [INSERT NAME] "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 Originating LEA and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER.**** Please note, by signing this Exhibit you are also agreeing to any language that may be included in Exhibits to the Originating DPA beyond this Exhibit "E". The below signatory confirms they are authorized to bind their institution to this DPA as in its entirety.

Subscribing LEA: **[Insert Name of Subscribing LEA]****Signed By:** _____ **Date:** _____**Printed Name:** _____ **Title/Position:** _____**School District Name:** _____**Designated Representative of LEA:****Name:** _____ **Title:** _____**Address:** _____

Telephone: _____ Email: _____

Notices to Subscribing LEA: The Provider and Subscribing LEA are each responsible to promptly notify the other Party of changes to the notice information.

Security Notices to Subscribing LEA

[Subscribing LEA Security Name
_____]]
[Subscribing LEA Security Role
_____]]
[Subscribing LEA Security Postal
Address _____]
[Subscribing LEA Security E-mail
Address _____]

[Subscribing LEA Name
_____]]
[Subscribing LEA Role
_____]]
[Subscribing LEA Postal Address
_____]]
[Subscribing LEA E-mail Address
_____]]

With a copy to (if provided):

[Subscribing LEA Legal Counsel
_____]]
[Subscribing LEA Legal Counsel Postal
Address _____]
[Subscribing LEA Legal Counsel E-mail
Address _____]

EXHIBIT F: ADEQUATE CYBERSECURITY FRAMEWORKS

Provider must mark one or more frameworks with which it complies.

The Provider may change which framework it complies with without invalidating or changing the DPA, but must notify the LEA of such change in accordance with the notification requirements of the DPA.

FRAMEWORK(S)	
	Global Education Security Standard - https://sdpc.a4l.org/gess/
	NIST Cybersecurity Framework (CSF)
	NIST SP 800-53 Security and Privacy Controls for Information systems and organizations
	NIST SP 800-171 Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations
	ISO 27000 series, Standards for implementing organization security and management practices
	CIS Center for Internet Security Critical Security Controls
	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

This space is provided for optional security programs and measures as noted in section 5.3:

EXHIBIT G: Supplemental State Terms for California & AI Addendum

This Amendment for State Terms for California (“**Amendment**”) is entered into on the date of full execution (the “**Effective Date**”) and is incorporated into and made a part of the Student Data Privacy Agreement (“**DPA**”) by and between: Education Technology Joint Powers Authority located at 5050 Barranca Parkway Irvine, CA 92604 (the “Local Education Agency” or “LEA”) and **VENDOR 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-base 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 have entered into the RFP, Provider’s Proposal in response to the RFP, the Ed Tech JPA Master Agreement, the Ed Tech JPA Purchase Agreement, and the Service Agreement (which collectively are referred to as the “Service Agreement”), to provide certain Services to the LEA as set forth in the Service Agreement, and this DPA and/or subsequent contractual or ordering documents.

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 USC § 1232g (32 C.F.R. Part 99); the Protection of Pupil Rights Amendment (“PPRA”) at 20 USC §1232h; and the Children’s Online Privacy Protection Act (“COPPA”) at 15 USC §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 and LEA agree that additional and modified sections are required to address the use of Artificial Intelligence (“AI”) as part of the services or product provided; and

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

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree to the following:

1. **Term.** Unless otherwise terminated by the Parties, This Amendment shall remain effective for the duration of the attached DPA.

2. **Amendment to ARTICLE II § 2.2.1.** 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 define 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 § 1.5 & 1.5.1 & 1.5.2:**
1.5 Use of Artificial Intelligence. If the Services described in Exhibit "A" require Provider to use AI, ownership of Student Data shall remain with the District or Student. The Provider is prohibited from using or reproducing Student Data for AI training or content generation without prior written consent from the District. Furthermore, sub-licensing Student Data for these purposes is strictly prohibited without explicit written permission from the parents or eligible pupils. Access to District-provided Student Data is limited to authorized users unless granted in writing by the LEA or otherwise permitted under this DPA.

1.5.1 **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 that Hallucination rate of the service and take industry standard methods to reduce Hallucination rates.

1.5.2 **Collection of Student Data and AI Use.** The Provider must complete the attached AI Schedule of Data.

4. **Amendment to Article 4, to add a new Section 4.8:**

4.8 Algorithmic Biases

The Provider certifies that any AI technologies used in facilitating the Services are regularly audited for biases and fairness and, if necessary, Provider shall implement strategies to identify and mitigate any discriminatory effects or biases in AI

decision-making. Upon request by the LEA, the Provider shall provide the LEA an abstract or summary of findings of that portion of the audit pertaining to algorithmic bias.

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

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

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

Artificial Intelligence: 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 Use:

DESCRIPTION

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

DESCRIPTION

The Provider certified that 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 Amendment as of the Effective Date.

LEA: Education Technology Joint Powers Authority

Signed By: _____ Date: _____

Printed Name: Brianne Ford Title/Position: President

PROVIDER: [Name of Provider]

Signed By: _____ Date: _____

Printed
Name: _____ Title/Position: _____

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 students' performance and learning pace	☐	☐
Natural Language Processing (NLP)	Analyze and understand student's 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. ChatCPT)	Facilitate automated and interactive communication; provide 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 incorporation 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.	☐	☐
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 purpose(s) for AI here:	☐	☐
Student Data Collected with Use of AI	Description	Optional	Required
Student Name	First and/or Last	☐	☐
Data 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 them 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.	☐	☐

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

EXHIBIT H: DESCRIPTION OF ‘AGREED TO’ CHANGES

LEA and Provider agree to the following additional or replacement terms and modifications:

Contract Terms

Entire Agreement. This DPA, the RFP, Provider’s Proposal in response to the RFP, the Ed Tech JPA Master Agreement, the Ed Tech JPA Purchase Agreement, and the Service Agreement (“the 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.