CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Berkeley Unified School District

AND

Provider:

EveryDay Labs Inc.

May 4, 2023

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

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

EveryDay Labs Inc.

May 4, 2023

. The Parties agree to

RECITALS

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

May 4, 2023

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

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

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

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

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

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

ARTICLE I: PURPOSE AND SCOPE

1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

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

Absence reduction program

- **3.** <u>Student Data to Be Provided</u>. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
- **4. <u>DPA Definitions</u>**. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. Parent Access. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- **3.** Separate Account. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
- **4.** Third Party Request. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

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

ARTICLE III: DUTIES OF LEA

- 1. <u>Privacy Compliance</u>. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
- 2. <u>Annual Notification of Rights</u>. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
- **3.** Reasonable Precautions. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- **4.** <u>Unauthorized Access Notification</u>. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

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

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

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

ARTICLE V: DATA PROVISIONS

1. <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

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

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- **h. Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- **2.** <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - **b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - **ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - **iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - **v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - **c.** At LEA's discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - **ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - **d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- **g.** In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

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

ARTICLE VII: MISCELLANEOUS

- 1. <u>Term</u>. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.
- **2.** <u>Termination</u>. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
- **3.** <u>Effect of Termination Survival</u>. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
- **4.** <u>Priority of Agreements</u>. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 5. <u>Notice</u>. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

contracts@everydaylabs.com

The designated representative for the LEA for this Agreement is:
Name: Bradley Hilton
Title: Technology Services Supervisor
Contact Information: 2020 Bonar Street
Berkeley, CA 94702
_bradleyhilton@berkeley.net
The designated representative for the Provider for this Agreement is:
Name: Emily Bailard
Title: CEO
Contact Information:
303 Twin Dolphin Dr, Ste 600
Redwood City, CA 94065
contracts@everdaylabs.com
b. Notification of Acceptance of General Offer of Terms . Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.
The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:
Name: Emily Bailard
Title: CEO
Contact Information: 303 Twin Dolphin Dr, Ste 600
Redwood City, CA 94065

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

- 7. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
- 10. <u>Waiver</u>. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- 11. <u>Successors Bound</u>. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

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

Provider:	EveryDay	/ Labs Inc.			
BY: Tal	Taluf	Date:	5/5/202	23	
Printed Name:	Emily Bailard	_ Title/Posit	ion:	CEO	
Local Educatio	n Agency: Berkele	/ Unified Sc	hool D	istrict	
BY:		Date:05/	08/2023		
Printed Name:	Bradley Hilton	Title/Posit	ion:	Technology Services Supervisor	<u>-</u>

 $Note: Electronic\ signature\ not\ permitted.$

EXHIBIT "A"

DESCRIPTION OF SERVICES

EveryDay Intervention:

EveryDay Labs and District will work together to implement a personalized intervention and engagement solution for students designed to support student success by preventing student absenteeism, engaging students' families, and connecting families to district supports.

The scope will include:

- Personalized attendance nudge interventions delivered via mail ("Mail Nudges") and text ("Text Nudges") sent during impact windows aligned to the academic calendar.
- 24/7 Family Support Bot to help families with barrier-specific needs by directing them to the right resource or connecting them directly to our Family Support Team for more complex issues
- Access to the Family Support Team, which provides families with one-on-one support by phone during business hours to help connect them to resources that address their student's attendance barriers

EveryDay Intervention also includes:

- Program Manager to support the program's implementation, provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Mail Nudges and Text Nudges and parent/guardian calls to the Family Support Team, and students who may have out of date addresses
- End of year program impact analysis

EveryDay Labs will use data from the District to deliver EveryDay Intervention, analyzing the data to determine which students receive each type of personalized intervention, determining appropriate content for each student based on their grade, attendance record, language, school, and other factors. EveryDay Labs will generate, print, and deliver/mail the Mail Nudges and Text Nudges. Specific students may be excluded by the District through the process described in the EveryDay Labs Data Specification and Transfer Standards. EveryDay Labs will also exclude students whose parents or guardians have elected to opt-out of receiving program communications (Mail or Text Nudges), as well as those who don't meet other eligibility criteria (e.g. undeliverable address or phone number).

EveryDay Pro:

EveryDay Labs will provide the web-based attendance analysis and collaboration platform EveryDay Pro, which empowers attendance teams to analyze data, coordinate intervention, and track student progress. EveryDay Pro includes one virtual 90 minute implementation training for up to 35 administrators.

The program leverages best practices from research conducted by EveryDay Labs and others in the field, and EveryDay Labs's goal is to provide services that improve over time. As a result, EveryDay Labs may from time to time suggest new approaches and make changes to the Program likely to further program objectives.

EveryDay Learning:

EveryDay Labs will work with the District to implement 4, 90 minute virtual professional learning workshops. The content of the workshops will be agreed upon between the District and EveryDay Labs.

EXHIBIT "B"

SCHEDULE OF DATA

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

G 1	Conduct or	
Conduct	behavioral	
	data	
	Date of Birth	V
	Place of Birth	
	Gender	V
	Ethnicity or	✓
	race	•
	Language	✓
	information	
	(native,	
Demographics	preferred or	
	primary	
	language	
	spoken by	
	student)	
	Other	
	demographic	
	information-	
	Please specify:	
	Student school	✓
	enrollment	•
	Student grade	✓
	level	
	Homeroom	
	Guidance	
	counselor	
Enrollment	Specific	
	curriculum	
	programs	
	Year of	
	graduation	
	Other	
	enrollment	
	information-	
	Please specify:	
D		
Parent/Guardian	Address	V
Contact	Email	V
Information	Phone	V

	Parent ID	√
Parent/	number	
Guardian ID	(created to	
Guardian ID	link parents to	
	students)	
Parent/	First and/or	
Guardian Name	Last	
	Student	
	scheduled	
Schedule	courses	
	Teacher	
	names	
	English	
	language	•
	learner	
	information	
	Low income	_
	status	V
	Medical alerts	
	/health data	
	Student	
	disability	
	information	
Special	Specialized	
Indicator	education	•
	services (IEP	
	or 504)	
	Living	_
	situations	
	(homeless/	
	foster care)	
	Other	
	indicator	
	information-	
	Please specify:	
Student	Address	V
Contact	Email	
Information	Phone	
Student Identifiers	Local (School district) ID	✓

		1
	number	
	State ID	
	number	
	Provider/App	
	assigned	
	student ID	
	number	
	Student app	
	username	
	Student app	
	passwords	
	First and/or	4
Student Name	Last	/
	Eust	
	Program/appli-	
	cation	
	performance	
	(typing	
	program-student	
Student In	types 60 wpm,	
App	reading	
Performance	_	
	program-student	
	reads below	
	grade level)	
	Academic or	
	extracurricular	
Student	activities a	
Program		
Membership	student may	
_	belong to or	
	participate in	
	Chadant	
Student	Student	
Survey	responses to	
Responses	surveys or	
1	questionnaires	
	Ct 1	
	Student	
	generated	
Student work	content;	
	writing,	
	pictures etc.	
	Other student	

	work data -	
	Please specify:	
	Student course	
	grades	
	Student course	
	data	
	Student course	
Transcript	grades/perfor-	
	mance scores	
	Other	
	transcript data	
	-Please	
	specify:	
	Student bus	
	assignment	
	Student pick	
Transportation	up and/or drop	
	off location	
	Student bus	
	card ID	
	number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____. *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

Please see Exhibit G for full list of Data Specifications.

EXHIBIT "C"

DEFINITIONS

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

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

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

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

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

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

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

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

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

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

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

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

Student Data: Students Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B"/ is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

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

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

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

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

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Berkeley Unified School District directs EveryDay Labs Inc. to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

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

EXHIBIT "E" GENERAL OFFER OF PRIVACY TERMS

[INTENTIONALLY BLANK]

EXHIBIT E IS NOT AVAILABLE
PLEASE CONTACT THE PROVIDER OR THE CSPA FOR ADDITIONAL INFORMATION.

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Exhibit G Data Specification

Updated 11/17/2022; subject to change

Data Specifications

Data files for EveryDay Intervention and EveryDay Pro:

- A. **Student Roster** (Required for all products)
- B. **Daily Attendance** (Required for all products)
- C. **School Site Information** (Required for all products)
- D. **Parent/Guardian Contacts** (Required for all products)
- E. **Exclusion List** (Optional for EveryDay Intervention, N/A for EveryDay Pro)
- F. <u>Calendar</u> (Required for EveryDay Pro only)
- G. **Period-Level Attendance** (Optional for EveryDay Pro)

*Reminder: To ensure 1st communications are sent out on schedule, **test files are due at least two weeks before data is due for your first communication**. All test files must be formatted according to the specifications in this document.

The term [everyday-client-id] used in the file naming convention below is a placeholder. Your everyday-client-id is the name of the root folder on EveryDay Labs secure file transfer site (https://files.everydaylabs.com). It can also be obtained from your Program Manager.

A. Student Roster (Required for all products)

One row per student enrollment

Filename: [everyday-client-id]_student-roster_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
student_id	Required	String	"923479"	A unique identifier for each student. This must be consistent across files!
first_name	Required	String	"Casey"	The student's first name.
last_name	Required	String	"Lee"	The student's last name.
school_id	Required	String	"10000"	A unique identifier for the school. This must be consistent across files!
school_name	Required	String	"Town Academy"	The long name of the school the student attends for this row's enrollment.
grade_level	Required	String	"10"	The student's current grade level.
graduation_cohort	Optional	Integer	"2026"	The expected date of graduation based on the students date of entry in 9th grade.
birthdate	Recommended	String	"2009-10-23"	Student's date of birth. Used in case of duplicate records.
enrollment_date	Required	Date (yyyy-mm-dd)	"2023-08-12"	The date when the student was enrolled in the school in this row this school year.

total_days_enrolled	Required	Integer	"72"	Number of days the student has been enrolled to date at the school in this row this school year .
total_days_absent	Required	Integer	"5"	Number of days the student was absent to date from the school in this row this school year .
exit_date	Required	Date (yyyy-mm-dd)	"2023-12-10"	The date when the student was unenrolled from the school in this row. This should be the last in-session day for the current school year if this is the student's current enrollment.
is_active	Required	Boolean (True/False or Yes/No)	"true"	Indicates if a student is actively enrolled. In other words, If Emily's attendance is anticipated for the given year, "is_active" would equal "true". If Emily is no longer enrolled "is_active" would equal "false".
withdrawal_reason	Recommended	String	"W3 - Transferred out of district"	Used in determining who is active and in the case of duplicate records, identifying which record is current.
gender	Required	String	"Male"	Student's gender (we can accept this information in whatever format you record it in your SIS).
home_lang_code	Required	String	"EN"	The language that is spoken at home.
home_lang_desc	Recommended	String	"Spanish"	If your SIS's "home_lang_code" values are numeric or abbreviated, please indicate what languages these codes represent. If you cannot provide that in this file, please send us a separate mapping.
mailing_street_address	Required	String	"123 Any Street"	Use the address where transcripts are sent.
mailing_apartment_num ber	Required if available	String	"Apt 4"	Required if this is stored in the SIS as a separate field from the "mailing_street_address"; can be left blank if apartment numbers are always included with mailing_street_address
mailing_city	Required	String	"Any City"	
mailing_state	Required	string	"CA"	
mailing_zip	Required	integer	"12345"	
home_hospital	Recommended (for EveryDay Intervention)	String	"HH"	Students with special health problems, temporary illnesses, or injuries that prevent their attendance in school. Let us know if you want to use this field to exclude students who should not receive communications.

homeroom_teacher	Recommended for EveryDay Pro	String	"Williams, Kevin N"	Student's homeroom teacher. Will be used for a future feature to allow monitoring attendance patterns by homeroom teacher in EveryDay Pro. This will be displayed in the format it is sent.
other_assigned_staff	Recommended for EveryDay Pro	String	"Smith, Kate"	Other attendance staff the student is assigned to, such as a school counselor, social worker, or attendance specialist. Will be used for a future feature to allow monitoring attendance by support staff in EveryDay Pro. This will be displayed in the format it is sent.
ses_status	Recommended if stored separately from or in place of frpl_status	String	"Reduced"	Socioeconomic status indicator - Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
frpl_status	Required for full product functionality	String	"Reduced"	Student's lunch status (e.g. free, reduced, paid) - Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
ell_status	Required for full product functionality	String	"ESL"	English Language Learning Status - Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
race	Required for full product functionality	String	"White"	Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
ethnicity	Required for full product functionality	String	"Hispanic"	Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
special_ed_status	Required for full product functionality	String	"IEP"	Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
homeless_status	Required for full product functionality	String	"D:Doubled Up"	Indicates if a student is homeless - Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
foster_status	Required for full product functionality	Boolean (Yes/No, True/False, or 1/0)	"y"	Indicates if a student is in foster care - Used for Intervention program reporting and for monitoring subgroups in EveryDay Pro.
evident_program_exclus ion	Recommended (if district wants to exclude students from EveryDay Intervention)	Boolean (Yes/No, True/False, or 1/0)	"yes"	Custom flag added by district to SIS indicating specific students who should not receive any component of the EveryDay Labs Intervention. If "Yes", the student will be excluded from all Intervention communications. A separate Exclusion file (see file below) is an alternative option to exclude students.

B. Daily Attendance (Required for all products)

One row per student per day

Filename: [everyday-client-id]_daily-attendance_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
student_id	Required	String	"923479"	A unique identifier for each student. This must be consistent across files!
school_id	Required	String	"10000"	A unique identifier for the school. This must be consistent across files!
school_name	Required	String	"Town Academy"	The long name of the school the student attends.
attendance_date	Required	Date (yyyy-mm-dd)	2023-10-05	The date of the attendance record in the form YYYY-MM-DD
attendance_code	Required	String	"UT"	The specific code used to identify different attendance event types
attendance_code_desc	Required, if available	String	"Unexcused"	The description or long-name of the attendance code
attendance_value	Recommended	Float	"0.5"	Numeric value of attendance code, where "Present" = 1 and "Absent" = 0. If using fractional values for partial attendance, please consult with your EveryDay Labs Program Manager for additional guidance.

C. School Site Information (Required for all products)

One row per school

Filename: [everyday-client-id]_school-site-info_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
school_id	Required	String	"09276"	A unique identifier for the school. This must be consistent across files!
school_name	Required	String	"Town Academy"	The long name of the school.
report_display_school_ name	Required (for EveryDay Intervention if display name is different than school_name)	String	"Anytown Central HS"	The name of the school as it will appear on mailed communications. *This is field only required if (1) school name will appear on mailed communications instead of the district name and (2) the school name that should be displayed differs from "school_name". If this field is not provided, we will default to using "district_name".
school_phone_number	Required (for EveryDay Intervention)	String	"404-123-4567"	The main phone number for the school; can be used in mailed and text communications to prompt families to contact the school directly
school_street_address	Required (for EveryDay Intervention if school address is used as return address)	String	"123 Anytown Rd"	This field is required if using school addresses as the return address. If this field is not provided, we will default to using a district-level return address.
school_city	Required (for EveryDay Intervention if school address is used as return address)	String	"Anytown"	This field is required if using school addresses as the return address. If this field is not provided, we will default to using a district-level return address.

school_state	Required (for EveryDay Intervention if school address is used as return address)	String	"GA"	This field is required if using school addresses as the return address. If this field is not provided, we will default to using a district-level return address.
school_zip	Required (for EveryDay Intervention if school address is used as return address)	String	"54321"	This field is required if using school addresses as the return address. If this field is not provided, we will default to using a district-level return address.
school_principal_name	Required (for EveryDay Intervention)	String	"Kendal Sanchez"	
school_principal_title	Required (for EveryDay Intervention if title is not "Principal")	String	"School Director"	Only required if the title is not "Principal"
school_principal_email	Recommended (for EveryDay Intervention)	String	"sank@ausd.org"	Used for optional resources on the back of Mail Nudges for EveryDay Intervention.
school_signer_name	Required (for EveryDay Intervention if signer is not principal)	String	"Cynthia Carlile"	*Mail Nudges default to using a district-level signer. This field is only required if using a school-level signer who is not the Principal.
school_signer_title	Required (for EveryDay Intervention if signer is not principal)	String	"School Community Director"	This field is only required if using the "school_signer_name" field.
school_level	Recommended (for EveryDay Pro)	String	"Elementary"	Used to create and compare groups of schools in EveryDay Pro.
school_type	Recommended (for EveryDay Pro)	String	"Magnet"	Used to create and compare groups of schools in EveryDay Pro.
trustee_area	Recommended (for EveryDay Pro)	String	"Zone 1"	Refers to school board zones. Used to create and compare groups of schools in EveryDay Pro.

D. Parent/Guardian Contacts (Required for all products)

One row per contact.

Filename: [everyday-client-id]_guardian-contacts_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
student_id	Required	String	"923479"	A unique identifier for each student. This must be consistent across files!
school_id	Required	String	"10000"	A unique identifier for the school. This must be consistent across files!
school_name	Recommended	String	"Any Middle School"	The long name of the school the student attends.
contact_id	Required	String	"4815162342"	A unique identifier for each parent/guardian contact assigned to the student_id listed.
contact_name	Required	String	"Thompson, Klay"	Name of parent/guardian contact. This information will be displayed in the format it is sent.
is_parent_guardian	Required	Boolean (Yes/No, True/False, or 1/0)	"Yes"	Indicates whether or not the contact is a legal parent or guardian. Only parents and guardians may receive communications from EveryDay Labs.
guardian_order	Required if available	String	"1"	Used to indicate who is the primary, secondary, etc. guardian. If the primary guardian has missing or inaccurate contact information, we will use the secondary guardian's information.
txtmsg_authorization	Recommended (for EveryDay Intervention)	Boolean	"Yes"	Use this field to indicate whether this parent/guardian can receive text messages. "Yes" indicates that EveryDay Labs can send text

		(Yes/No, True/False, or 1/0)		messages to the parent/guardian. "No" indicates that EveryDay Labs cannot send text messages to the parent/guardian. If this field is blank or missing, EveryDay Labs will assume that text messages can be sent to the parent/guardian.
phone1	Required	String	"456-789-1230"	Parent/guardian contact's cell phone number.
email1	Recommended	String	"smith@gmail.com"	Parent/guardian contact's email address. Used in a Student Success Module on the back of Mail Nudges
mailing_street_address	Required (if requested by EveryDay Labs)	String	"123 Any Street"	Normally not needed! EveryDay Labs may request this field for districts with specific legal requirements.
mailing_city	Required (if requested by EveryDay Labs)	String	"Any City"	Normally not needed! EveryDay Labs may request this field for districts with specific legal requirements.
mailing_state	Required (if requested by EveryDay Labs)	String	"CA"	Normally not needed! EveryDay Labs may request this field for districts with specific legal requirements.
mailing_zip	Required (if requested by EveryDay Labs)	integer	"12345"	Normally not needed! EveryDay Labs may request this field for districts with specific legal requirements.
household_id	Recommended (if available)	String	"43294"	A unique identifier for each household.

E. Exclusion List (Optional for EveryDay Intervention, N/A for EveryDay Pro)

One row per student

Filename: [everyday-client-id]_exclusion-list_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
student_id	Required	String	"923479"	A unique identifier for each student. This must be consistent across files!
first_name	Required	String	"Casey"	The student's first name.
last_name	Required	String	"Lee"	The student's last name.
school_id	Required	String	"10000"	A unique identifier for the school. This must be consistent across files!
school_name	Recommended	String	"Town Academy"	The long name of the school the student attends.
grade_level	Required	String	"10"	The student's grade level.

F. Calendar (Required for EveryDay Pro only)

If calendar varies by school, include one row per school per day

Filename: [everyday-client-id]_district-calendar_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	Used as a quality assurance check.
data_export_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
school_id	Required (if calendars vary among schools)	String	"09276"	A unique identifier for the school. This field is only required if calendars vary among schools. If this field is blank, EveryDay Labs will assume this row applies to all schools which are not listed in the Calendar file.
school_name	Required (if calendars vary among schools)	String	"Any Middle School"	The long name of the school. This field is only required if calendars vary among schools.
calendar_date	Required	Date (yyyy-mm-dd)	"2023-11-28"	Include every day from the first day of school through the last day. Weekends are optional.
calendar_code	Required	String	"N"	The code that identifies whether or not school is in session that day.
calendar_code_desc	Recommended	String	"In Service Day"	The description of the calendar code. If you can't provide this in the Calendar file, we will need a separate file with a key.
attendance_value	Required	Float	"1"	The attendance value assigned to a particular day. Should be a value between 0 and 1 where 0 means no school and 1 means a full school day.

H. Period-Level Attendance

For future EveryDay Pro features

Filename: [everyday-client-id]_period-attendance_YYYY-MM-DD.csv

Field	Required or Recommended	Format	Example Value	Additional Details
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
data_export_date	Recommended	Date (yyyy-mm-dd)	"2023-11-28"	The date that this data was exported or modified.
student_id	Required	String	"923479"	A unique identifier for each student. This must be consistent across files!
school_id	Required	String	"10000"	A unique identifier for the school. This must be consistent across files!
school_name	Recommended	String	"Town Academy"	The long name of the school the student attends.
attendance_date	Required	Date (yyyy-mm-dd)	2023-10-05	The date of the attendance record in the form YYYY-MM-DD
period_number	Required	String	"1"	The period number associated with each row of data
period_name	Required	String	"Algebra I"	The period or course name associated with each row of data.
attendance_code	Required	String	"UT"	The specific code you use to identify different attendance event types.
attendance_code_desc	Required (if available)	String	"Excused - Tardy"	The description or long-name of the attendance code
attendance_value	Recommended	Float	"0.5"	Numeric value of attendance code, where "Present" = 1, "Absent" = 0, and fractional values for partial attendance are allowed.