

**STANDARD STUDENT DATA PRIVACY AGREEMENT**

**CA-NDPA Standard**  
Version 1.0 (10.22.20)

Education Technology Joint Powers Authority

and

Cybersoft Technologies, Inc.

This Student Data Privacy Agreement ("DPA") is entered into on 10-31-23 the ("Effective Date") and is entered into by and between: **Education Technology Joint Powers Authority**

, located at  
5050 Barranca Parkway, Irvine, CA 92604

(the "Local Education Agency" or "LEA") and **Cybersoft Technologies, Inc.**

, located at  
4422 Cypress Creek Pkwy Houston, TX 77068

(the "Provider").

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
  - If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
  - If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for five (5) years. Exhibit E will expire five (5) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Michelle Bennett Title: Procurement Specialist

Address: 5050 Barranca Parkway, Irvine, CA 92604

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

The designated representative for the Provider for this DPA is:

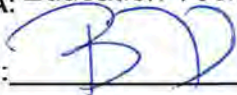
Name: Jayan Jose Title: Chief Financial Officer

Address: 4422 Cypress Creek Pkwy Houston, TX 77068

Phone: (281) 453-8521 Email: jayan.jose@primeroedge.com

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

LEA: Education Technology Joint Powers Authority

By:  Date: 10/31/23

Printed Name: Brianne Ford Title/Position: President

**PROVIDER:** Cybersoft Technologies, Inc.

By:  Date: 10/26/2023

Printed Name: Jayan Jose Title/Position: Chief Financial Officer

## **STANDARD CLAUSES**

Version 3.0

### **ARTICLE I: PURPOSE AND SCOPE**

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

### **ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS**

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

### ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA {34 CFR § 99.31(a)(1)}, LEA shall include a specification of criteria for determining who constitutes a School Official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A and/or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or Personally Identifiable Information contained in the Student Data other than as directed or permitted in writing by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to Article II section 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

## **ARTICLE V: DATA PROVISIONS**

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

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

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The Provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "F"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
  - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
    - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
    - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
  - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
  - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including Personally Identifiable Information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

#### ARTICLE VI: GENERAL OFFER OF TERMS

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

#### ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.



5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

## EXHIBIT "A"

### DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE.

IF MORE THAN ONE PRODUCT (RESOURCE) OR SERVICE IS INCLUDED, LIST EACH PRODUCT (RESOURCE) HERE]

## Point of Service

Get real-time monitoring of all your cafeteria operations with our web-based Point-of-Service module. Daily transactions, payments and other cashier activities transmit instantaneously across the district. This feature-rich module provides you with easy access to all your cafeteria activities and information including reports, patron information, menus and more.

### Central Office Features and Functions

ADMINISTRATION	MENU ITEMS	MANAGEMENT
Reconciliation	Menu Items	Site Selection Worksheet
Deposit Slip	Menu Grids	Meal Types
Record Sales	Default Menu Grids	Manage Periods
Edit Sales	Meal Equivalentts	POS Posting
Special Roster	Menu Item Categories	UFS Export
View Sessions	Meal Combo	Balance Import
Additional Income		FSA Export
Edit Checks		Homerrooms
Letter Templates		
Reminders		
Reimbursement Claims		

### Role Based Permissions

While PrimeroEdge offers an expansive set of features for your cafeteria operations, user roles and permissions can be easily configured to limit or restrict access to the varying roles your district. PrimeroEdge supports a wide range of roles/permissions. This process often includes reinforcement of the District's Information Security policies to help you configure user permissions as deemed necessary.

### Reconciliation

Managers can complete end of the day sales activities by reviewing the opening and closing information, transactions and payments. Managers are able to adjust closing information or any transaction that has been marked for review. Alterations made by managers require comments, which are time and date stamped for complete audit trail documentation.

### View Session

During serving periods, School Nutrition Administrators and Cafeteria Managers can view cashier activities from their office. The information available includes current sales, prepayments information, current logged-in cashier, number of meals served, and sales totals.

### Edit Checks

Edit Checks are available either through generation of a report or through an interactive process where documentation regarding an individual Edit Check is stored with an Edit Check listing.

### Patron Information

Student and patron information can be viewed directly within the POS module. From a single screen, administrators can view student particulars, eligibility status, restrictions, and more.

### Reports

PrimeroEdge Central Office and Cafeteria Manager's accountability has a large collection of standard reports. Featuring a variety of filter options, each report can be customized by clicking the desired fields that need to be included in the report.

FILTER/ OPTION	DESCRIPTION
<b>Region</b>	Represents grouping schools by zone, attendance group or district supervisor.
<b>School Type</b>	Elementary, middle or high school choices can be selected.
<b>School</b>	An individual campus can be selected.
<b>Meal Type</b>	Choose the meal period you wish to have information from. Also choose meal eligibility status, staff, FS staff and visitor meal information.
<b>Daily</b>	Information will be retrieved for the current day's sales activity.
<b>Monthly</b>	Choose the month for which information is needed.
<b>Date Range</b>	Choose a custom date range preference from as few as two days or up to entire school year.
<b>Summary</b>	Limit the report to show a quick snapshot of the totals.
<b>Detail</b>	Show full line by line detail of the requested information.

Reporting accessibility is determined by an administrator for which reports can be seen by the user. For example: Managers will see reporting directly linked to their operation; Regional Managers see reporting for all sites they manage and administrators can see the entire district operations and additional operational control reporting.

All transactions and other operation entries by the user are electronically recorded and dated by PrimeroEdge. The PrimeroEdge custom reporting tool allows the user to create reports by clicking to choose the information needed. All reports can be exported in a wide range of formats including PDF, Word, Excel, CSV, TIFF, XML and MHTML. In addition, managers will be able to process payments, set up POS menus, handle return checks, print low balance reminders and print student rosters from the POS Administration site.

## ExpressPoint

Speed up your lunch lines with ExpressPoint, our user-friendly mobile point-of-sale system. With real-time processing capabilities and a seamless integration to the Student Eligibility and Menu Planning modules, ExpressPoint excels in providing you an invaluable level of functionality.

### Easy Set-Up

App-based, this software eliminates the need for cumbersome installation and promotes complete mobility for classroom sales. As simple as downloading the app through Windows, iOS, or Google Play, entire set-up takes less than three minutes per terminal.

### Offline Functionality

Nothing stops PrimeroEdge from ensuring that your cafeteria moves as efficiently as you need it to. Our ExpressPoint app will continue to operate even when the network is down, recording all transactions that come through. As soon as the network connection is reestablished, the system will sync back up and send any unprocessed transactions to the database for accurate reporting.

### Student Look Up

Student accounts can be found by Patron ID or by Advanced Lookup. Patron ID allows cashiers to look up the student by their ID number. The Advanced Lookup allows Cashiers to search by homeroom, school, grade, last name, and first name. Simplify your search by typing the first few letters of their first or last name for faster look up. Students can even be queued in the system, or pulled by roster, to eliminate excessive wait times. The roster will group students by their homeroom or grade level and display names and pictures for quick recognition.

### Menu Keys



Customizable keys make the cashier function easy-to-read and easy-to-use. Customers choose menu key titles, colors, sizes and menu key arrangement. This application also allows cashiers to select items, accept payments, look up student accounts and view previous transactions from one screen. ExpressPoint provides 30 programmable menu keys on cashier screens. Each of these on

items and thus increase reporting accuracy from sales transactions. ExpressPoint also allows you to create special sales buttons for special meals or serving days. Multiple menu keys with variable pricing can be programmed dependent on eligibility, grade, school type, serving line and more.

### **Payment Processing**

PrimeroEdge accepts payments and prepayments at the ExpressPoint terminal, manager's terminal or Central Office. An easy to use payment screen offers simple steps to follow. Cashiers can process payments from the students account or record payments made with cash, check, or card in the transaction screen. ExpressPoint is also able to handle transactions from visiting parents, teachers, siblings, and staff.

### **Peripherals**

Most types of external USB identification devices can be added to PrimeroEdge without any complicated set-up. Peripherals currently used by PrimeroEdge customers are PIN pad, bar code reader and Biometrics, including fingerprint and palm scanners.

### **Classroom Sale**

Designed for flexibility and mobility, ExpressPoint makes it easier than ever to record sales outside of the cafeteria. Rather than wheeling around a cart full of equipment, cashiers can simply carry a mobile device to record meal sales at any location in the school, bus, hallway, or classroom

### **Student Meal Accounts**

Student meal accounts are created for all students imported from the Student Information System database. For each of your students, PrimeroEdge will store all sales transactions and payments in our database. Maintaining this information in our database makes it easy for student information to travel with them, allowing them to eat at another campus using their account information as if they were in their own cafeteria. This stored information also allows cashiers to be alerted onscreen if students return to a line for a second meal at the home or visiting campus. Sales transactions are also shared with SchoolCafé, PrimeroEdge's online payment system, where parents can view their student's meal account activity in real-time.

### **Transactions**

Each cashier's transaction is captured for tracking and generating reports. Cashiers cannot void or correct a transaction after it has been completed, it can only be marked for review if a mistake is made. By marking the transaction for review and labeling with the associated reasoning, corrective action can be taken in the POS system by the manager or other authorized individual. Any and all adjustments or corrections made will then be recorded electronically for audit trail purposes.

### **Alerts**

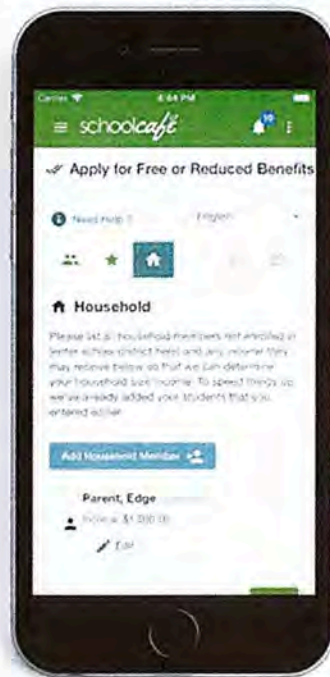
ExpressPoint allows you to configure helpful pop-up alerts such as food allergens, a la carte restrictions, charge restrictions, previously served meals, and birthdays.

## Student Eligibility

Process all of your district's meal applications with the PrimeroEdge Student Eligibility module, designed specifically to help you comply with all USDA guidelines and get the most out of your state funds. It offers the flexibility of processing traditional paper applications as well as electronic applications from our SchoolCafé, to provide you a smooth and seamless solution to meal application processing. Built-in recognition tools can identify the application type by the information provided, process the application, and then assign the correct eligibility.

## Online Applications

SchoolCafé Online Application Processing is a fast and secure way to efficiently process free and reduced applications electronically. This web and app-based system has built-in intelligence that "walks" the parent through the application process to improve application accuracy.



The online Free-Reduced application is securely linked to the student database for accurate student verification. Parents will be prompted to complete all of the required fields to provide districts with higher quality application submissions, and immediate access to their child's meal application status. Income Surveys can also be completed within the same parent portal, which auto-detects site CEP status.

## Application Scanning

PrimeroEdge Student Eligibility module is a unique, automated meal eligibility processing solution that features both application scanning and document management to eliminate manual data entry. Information from the applications is automatically populated into entry fields regardless of language. Scanned applications and auto-populated information can be viewed side-by-side for increased thoroughness.

### **Manual Entry**

A manual application entry function is included for districts that process a small volume of paper applications or districts that need to process handwritten applications that cannot be read by a scanner. The system provides the ability to manually enter information into all of the necessary fields such as Household Members, Income, SNAP/ TANF identification and Foster child status.

### **Validation**

PrimerEdge automatically recognizes what type of application (Income, TANF, Food Stamp, and Foster Child) has been submitted from a family to help automate the validation process. Users can view both the application image and the saved application data. Application Reviewers are prompted to review questionable entries enabling higher accuracy and greater compliance with USDA and state regulations. The user can also add comments or make corrections to the data, which are tracked and viewable for historical purposes. Applications that are missing key information can be moved to the **Smart Bin** for further processing. When Direct-Certified students are included on an application with other income eligible students, PrimerEdge will allow the application to be processed and the direct-certified students will maintain direct certification status.

### **Smart Bin**

The Smart Bin collects applications marked as "Pending", for pending students, deleted, or incomplete applications. These applications can be opened and modified at any time.

The Pending Applications screen lists all applications marked as "Pending" during validation. When more information is received, the application is processed through the Smart Bin. Users can sort the pending applications by application number, reason, date added, user or comments. PrimerEdge allows you select and assign any of a variety of reasons to a marked "incomplete" application.

### **Household Notification**

Notification letters are automatically generated quickly and easily. The notification letters are printed or emailed from the current batch of applications that have been processed. Each letter is personalized and printed in the language of the application submitted by the family. Letters can be customized with letterhead and graphics. Once notification letters are printed or emailed, a time and date stamp is recorded in the student's application history. All letter notifications processed in PrimerEdge will also appear in the user's SchoolCafé account.

### **Direct Certification**

PrimerEdge Application Processing efficiently handles students who are eligible for free meals using the direct certification (DC) process. Users can import the electronic file provided by the state, then validate the DC list against the district student enrollment (which is imported from the SIS), matching students declared DC eligible. The system will maintain DC information of students who may have left the district or have not enrolled yet. The software will merge family members, as well as populate and print notification letters to eligible families. The eligibility roster report can be used to generate a variety of DC reports.

### **Verification**



Verification samples can be generated by selecting standard or alternate sampling methods.

Applications for cause can be added to the sample at any time. The selected applicants are notified by a printed or emailed personalized letter, along with required verification forms. Parents can submit required documentation directly from their SchoolCafé account. Verification documents can also be electronically scanned and linked to the respondent's file for a complete audit document trail.

PrimeroEdge allows users to track verification applications according to various stages of response. PrimeroEdge automatically adds replacement families to the verification sample to maintain the sample integrity. A parent may re-apply for meal benefits at any time during the school year for several reasons, such as loss of income or income decreases. A student's application history is accessible by the program administrator.

#### **Application Access**

Users with appropriate permissions have the ability to access application information. All student applications, parent income and other verification documents are electronically filed and readily accessible. This information includes the application images, current status, history, student and household information, DC and direct approval, verification information and processing information.

#### **Master Index**

The Master Index allows users to search current and past year applications through a variety of parameters. In addition to being able to search by application, the Master Index allows the user to search for applications by Student.

#### **Audit Ready Reviews**

With PrimeroEdge you can assign permissions to State Agency reviewers, allowing them to review applications remotely.

## Reports

PrimeroEdge application processing utilizes a wide variety of advanced reports.

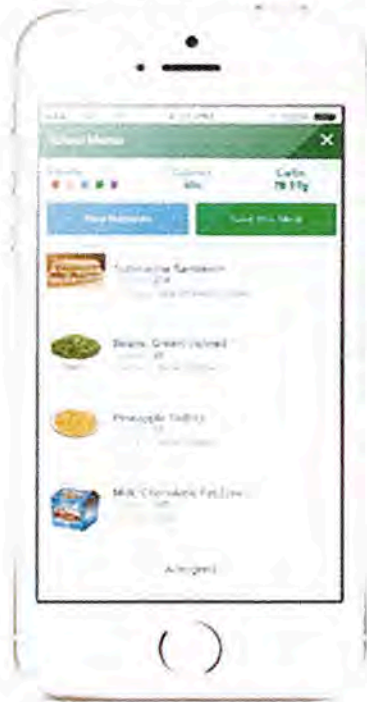
APPLICATION REPORTS	ELIGIBILITY REPORTS	VERIFICATION REPORTS
Application Approval List	Expired Eligibility	Verification Worksheet
Application Processing	Other Benefits	Pre-Verification Details
Audit Trail	Benefits Issuance	Verification Results Details
Expiring Approvals	Eligibility Roster	Collection Report
Batch Cover Sheet	Eligibility Summary	Verification Student List
Direct Approval Confirmation	Student Status Change	
	CEP Identified Students	
	Percent Economically Disadvantaged	
	DC Sibling	
	Student Activity	

## SchoolCafé

SchoolCafé is your all-in-one platform for parents, students, and administrators to engage with their school cafeteria. Students can login to the app to view menus, select favorite meals, respond to polls, and view their account at any time. From menus, payments, to free and reduced applications, you can provide your parents and students access to the cafeteria in one convenient location on the web and one-of-a-kind app.

### Menus

Instantly upload your menus into SchoolCafé with one-click menu publishing. No need for time-consuming imports since menus on SchoolCafé can publish immediately and provide flexibility to your cafeteria in the event of last-minute menu changes. Keep students and parents informed of upcoming meals along with full details on ingredients and allergens.



### Make-A-Tray

The Make-A-Tray feature lets students plan meals in advance and see the nutritional breakdown for their entire meals. Students have the ability to favorite meal items and receive push notifications the next time that item is being served. Students can select an entrée, side, and drink option from the menu and Make-A-Tray will alert them if it is missing any USDA required meal components.

Providing helpful nutritional totals and allergens in their planned meal, this tool is perfect for students with dietary or allergy restrictions.

### Payments

In SchoolCafé, parents have a quick and easy way to make payments without ever stepping foot

easy knowing that payments on their accounts are updated in real-time. Low balance reminders and automatic payment settings help ensure that students always have adequate funds in their account. Parents can also set restrictions for their child's cash, debit, and a la carte purchases. As an additional convenience to parents, payments can be made to customized payment categories for areas outside of the cafeteria, such as field trips, yearbooks, or athletic purchases.

### **Applications**

SchoolCafé makes applying for Free and Reduced meals easier than ever for both parents and districts. Parents can select their students, input household information, and complete their application within minutes, without needing to track down complicated forms or head to the school. Once a parent fills out an application online, districts can review it and approve their application immediately. For admin, online applications reduce the headache of paperwork and unproductive phone calls over missing information.

### **Templates**

Editing and updating letters and application templates is no problem in SchoolCafé. Whether it's to meet your district's requirements or to ensure accessibility to non-English speaking households, SchoolCafé makes this process quick and simple for you. Preloaded with all USDA approved language translations, every step in the application template and the application process is editable and translatable to fully suit your district's needs.

### **Verification**

Receiving verification responses is often a problem for many districts due to misplaced letters, wrong addresses, or delayed mail time. SchoolCafé increases verification responses by giving you the option to receive responses online or from the app. Parents can use their phones to quickly snap a photo of their pay stubs, social security, or unemployment documentation, making this process ultra-convenient and complete within minutes.

### **Analytics**

Administrators can run reports inside SchoolCafé to see meal ratings, polls and payment history.

### **Meal Ratings**

Removing unpopular items cuts waste for nutrition programs and increases participation by offering students the food they value the most. Meal Ratings from parents and students let you know which items perform best so that you can tailor your menus to provide the most popular menu items.

### **Polls**

Your district can utilize the engaging Polls feature to send out customized questions to your parents and students and get immediate feedback to help improve their cafeteria experience.

### **Payment Reports**

Payment reports for pending and processed funds allow for easy status checking and accurate accounting.

## Menu Planning

Plan and prepare USDA compliant menus with our powerful Menu Planning solution. Designed to help you create nutrient compliant meals and stay in budget, this module provides the complete solution for your district's menu planning process. Featuring built-in compliance indicators and a multitude of useful reports, PrimeroEdge can assist you every step of the way. Our software is also USDA-approved for nutrient analysis, making it easy for your district to meet school meal program requirements.

### Pre-Loaded Ingredients

PrimeroEdge's Menu Planning module is pre-loaded with the most current Child Nutrition (CN) database to create local foods and new recipes. Containing more than 10,000 food items for food and recipe management, you can cut back on time-consuming imports. New ingredients not already in the database can easily be added, imported, or created by copying existing ingredients in the system and configuring as needed. Nutrition label images for each ingredient can also be scanned and managed within the software for convenient access at any time.

### Detailed Recipes

Create detailed recipe files in your system complete with preparation instructions, images, nutrients, allergens, and more. The system allows you to utilize recipes from the USDA, import complete local recipes, or create recipes from scratch.

Offering flexible features to meet your district's needs, recipes can easily be scaled for batch cooking, planned production, and serving groups. You can also create and add tags to recipes using keywords of your choice for easy searching at any time.

Recipe  Auto Save when switching tabs  No prompts

Name: 2 Chicken & Cheese Tamales 2019 Recipe Report

General Ingredients Nutrients Nutrition Allergens Date Documents History

Menu Item: 2 Chicken & Cheese Tamales 2019 Save

is Active:

Full Name: 2 Chicken & Cheese Tamales 2019

Marketing Name:

Marketing Description:

Usual Group: N/A

Menu Item Category: ENTRÉE

Preparation Site: Prep

Shop or Supplier:

Leftover Category: Unspecified

Maximum Carryover Days: 40

Click to enlarge

Upload Picture Delete Picture

Available Menu Item Serving Sizes

+ Add New Serving Size

Serving Size	Preparation Tool	Category	Use as Default	Bill of Material (Cooking Units)	Cost
2000 Each		ENTRÉE	<input checked="" type="checkbox"/>	1	

### USDA Compliant Menus

Our system supports the latest standards required by the USDA with the most up-to-date Meal Patterns and RDA datasets. You can also create and change custom RDA datasets to suit your

or menu cycles throughout your menu building process. Easy-to-read pass/fail indicators and color coding allows you to quickly pinpoint where adjustments need to be made.

### Menu Items

Raw foods, prepared foods and recipes can be managed and easily located when building your menus. For each menu item, the user can configure portion sizes for each RDA group, HACCP processes, and component contributions all within the same screen.

### Menus and Menu Cycles

Set up individual menus by day, school type and meal service. Using the created menus, you can create ready-to-go menu cycles for up to 9 straight weeks to help you cut back on time and planning. To optimize nutrient and cost aspects of your menus, our system provides decision assistance by highlighting nutritional information and menu costs based on the menu items you selected. Existing menu cycles can also be copied and modified to create new menu cycles in a fraction of the time.

### Menu Calendars and SchoolCafé

PrimeroEdge facilitates populating menu calendars using a variety of ways including single menus, menu cycles, or individual menu items. One-click menu publishing to the SchoolCafé website enables parents to view their student's daily, weekly and monthly menus as well as detailed nutritional information. With SchoolCafé Menus, quick menu changes can be made and published instantly.

### Forecasting

Manage your budgeting and ordering by projecting food quantities and costs in customizable Forecast Periods. We have four Forecast Types to choose from based on your current level of implementation, and you can easily blend them to create your own. You can create forecasts tailored to your Forecast Period, Forecast Type, Meal Type, and Site Group. Each Forecast will show you the projected number of menu servings, required materials, and calculated costs. The forecasted servings are easily adjustable for planning and costing purposes. All Forecasting methods are there to help you know how much of USDA commodities you can utilize to maximize those PAL funds.

### Reports

A variety of reports are available in PrimeroEdge to help you review and analyze every aspect of your menu planning needs, such as costing, nutrients, allergens, and more.

#### AVAILABLE REPORTS

Acceptability Factor

Nutrient Standards

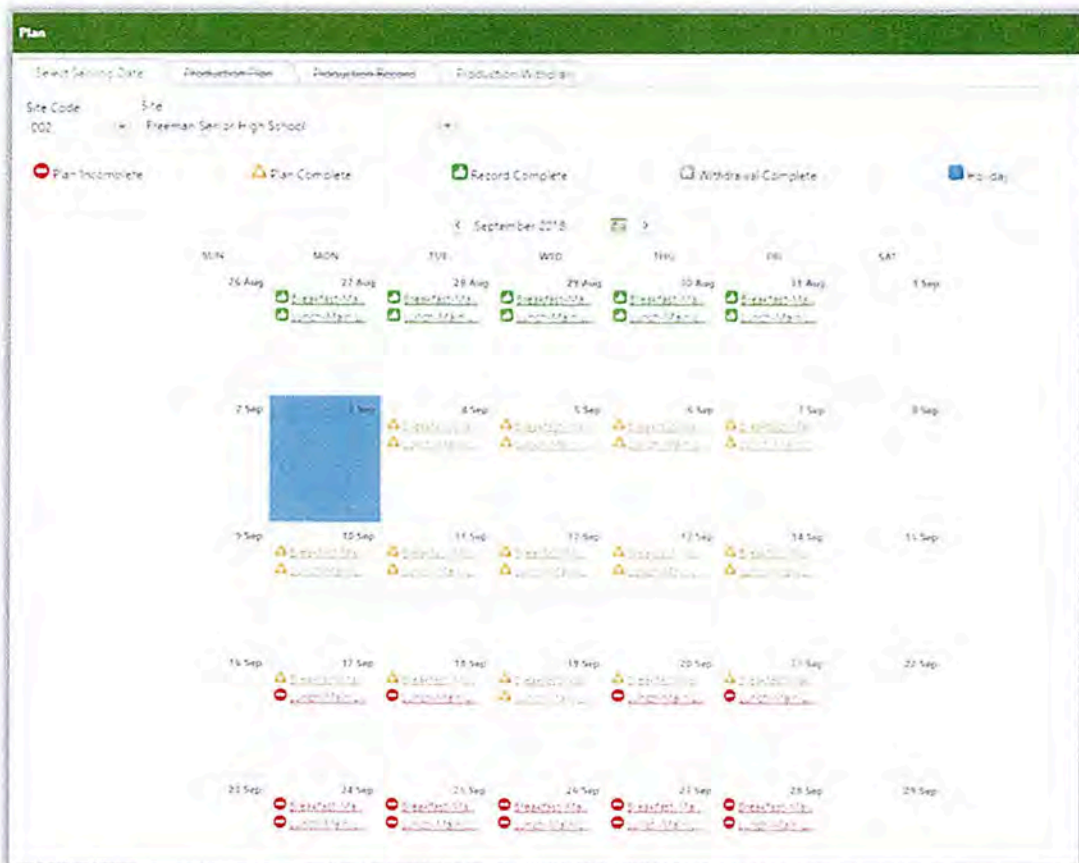
Added Ingredients/Recipes

Post Production Analysis

Allergen Report	Recipe Costing Report
Ingredient List	Recipe Materials Report
Ingredients Needing Allergen Review	Recipe Nutrition
Locally Grown Usage	Usage Reports
Menu Calendar	Weekly Nutrient Analysis
Menu Item Nutrients	Pre-Production Analysis
Missing Exemption Letters	

## Production

Operating hand-in-hand with our Menu Planning module, new menu assignments are ready for planning in our Production software. With PrimeroEdge's Production module you can plan, record, and update utilized inventory in one location. Electronic production records provide you with higher accuracy and improve your projected counts with online forecasting tools. An easy-to-read, planning calendar allows you to instantly check Production Records, color coded by status, to track production at any site.



## Production Plans

Assigned menus are the basis for production plans within each school or kitchen site and must be filled in with production counts prior to meal preparation. PrimeroEdge provides a time-saving auto-fill feature which allows past production plan numbers to populate into any future production plans based on a configurable percentage of matched items served. A forecasting report is also available to view previous servings on the same menu for planning. When used in conjunction with PrimeroEdge Inventory, orders for required inventory items can be automatically generated in orders.

## Vendor Orders

Create automatic purchase orders based on your planned menus. Connected with the inventory module, PrimeroEdge will calculate exactly what you need and account for what you already have in stock to help you avoid unnecessary spending. For more information on this feature, visit [PrimeroEdge.com](#).



orders, the additional Grocery List feature provides a complete summary of all the items and quantities required from your planned menus. Use it to help you when preparing orders or as a general overview of required inventory.

### **Production Records**

Each production record is available for completion on the day of production. Counts of total number produced and all food items that are not served are recorded on the technicians' worksheet which is then transferred to the production record at the close of each day's production. Food items not served can be designated as a leftover to be reused, returned to stock, or classified as waste. Reusable leftovers can be carried over to a future production record with production quantities automatically calculating and filling in the production record.

### **Withdrawals**

Recorded production quantities can be deducted directly from the Inventory module without needing to leave the page. The system will automatically populate the quantities from actual production to reduce manual counting and allow you to withdraw inventory with ease.

### **Stations**

Managers can easily configure production stations for food preparation and assign menu item categories to staff. Convenient Station Worksheets can be given to each individual station specifically for their categories to ensure clear prep instructions and easy recording. Then, managers only need to fill in actual meal counts to complete Production Records.

### **Production Status**

Maintain full control of production in all your sites with the Production Status feature. This feature tracks production status by site, meal type, and line to keep you updated on your district's progress in any given timeframe. This lets you see which sites need improvement with their production planning to ensure your budget stays in line.

### **Reports**

Get all the details from your planning and production with PrimeroEdge's useful reporting function. Recipe, costing, and serving info can be easily analyzed, while nutrients can be displayed for your meals with automatically populated Recipe Signage.

#### **AVAILABLE REPORTS**

Post Production Details	Meal Count Troubleshooting
Post Production Costing	Recipe Signage

Production Print Recipes	Post Production Analysis
Production Reports	Pre-Production Analysis
Preparation Items Shipped/Received	Forecasting
Production Tickets	Technician's Worksheet

### Production Examples

#### Production Ticket

LR19547 - 2 Chicken & Cheese Tamales & 1 Crispy Taco  
2017- DEMO - (Tex-Mex Fiesta)

Scaled for 165 (1 serv.) servings

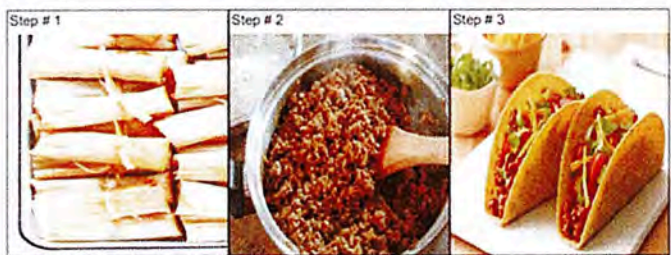
HACCP Process: Complex food

Allergens: Contains Gluten, Milk, Soy, Wheat;

Meal Contribution: 1 3/4 WGR, 2 Meat/MA

Yield: 60 Pound, 3 Ounce

Tips/Comments				
<ul style="list-style-type: none"> <li>2 tamales count as 1 25g/meat</li> <li>1 taco counts as .5g/meat</li> </ul>				
Step #	Stock Item# / Recipe Code	Stock Item / Recipe Name	Stock Quantity	Directions
1	187551	Chicken & Cheese Tamales, 120 ct per case, Cooked	330 Each	To steam tamales: from a refrigerated state, leave tamales in vacuum sealed bag and place thawed tamales in steamer for 25 minutes. Cook time may vary depending on steamer size.  Open bag carefully due to the heat from tamales.  The key to great tamales is wet heat and keeping the tamales from drying out.
2	LR19499	Taco Meat LS 2017	10 Quart, 1 1/4 Cup	Prepare recipe LR-19499
3	123570	Mission Yellow Taco Shells, Crispy 200ct, As Purchased	165 Each	Serve 1/4 c taco meat in tray or directly on tray (or in taco shell). Serve 1 taco shell & taco meat to side of tamales in a 3# boat.



*Printable Production Tickets detail the full quantities and directions for meal productions. You can also add custom photos for each step in the recipe to guide your kitchen staff.*

## **Inventory**

PrimeroEdge Inventory, an all-in-one inventory management system, is a web-based software product designed to provide you with complete inventory control. From ordering and receiving to storage and distribution for food, nonfood and USDA commodities, PrimeroEdge Inventory offers real-time communication between the central office and sites for accurate and up-to-date information for every item in your inventory.

## **Integrations**

The Inventory module is able to sync up with other PrimeroEdge solutions to provide you the most comprehensive and user-friendly experience. From Menu Planning, Production, Financials, Bid Analysis, Food Distribution and POS for a la carte sales, the Inventory module utilizes item data to instantly calculate costing, availability, and usage within your entire operations.

## **Dashboard**

Site managers, supervisors or administrators will automatically be directed to the home page that contains site/user messages, current order status, inventory snapshots and current information. This includes the status of their selected site's physical inventory, when the most recent inventory count was started for that site, and when it was finished. The user can check if any modifications were made to the inventory, and view the discrepancy amount. Color coding clearly indicates the status of orders.

## **Orders**

Easily create, modify and review orders for your district with convenient information at your fingertips. PrimeroEdge prominently displays vendor delivery information and a printable order guide to help you prepare orders with ease. The E-ordering portal is also available to select vendors to help you save even more steps in your ordering process. In the inventory module you can control when, what and how much of each item your sites can order, requiring them to review all orders before they are sent to the vendor. Orders can also be saved and left open for completion, or review at a later time.

## **Receipts**

PrimeroEdge Inventory can track all received shipments for each order. As an added function, it will also assist you in comparing invoice quantities and prices with receipt quantities and prices to ensure you are not overpaying the vendor.

## **Physical Inventory**

The Inventory solution provides an easy process for completing Physical Inventory counts. This physical inventory count process is completed "blind" for utmost accountability. This ensures that managers do not simply carry the perpetual count into the physical count field. After identifying which site and inventory period at which the user wishes to perform the count for, the physical count can begin. PrimeroEdge also allows users to filter items by storage category, rather than trying to count all items found in different locations (freezer, dry storage, cooler, etc.) at one time. Users also have access to printable inventory count sheets, specific to their sites. The physical

physical inventory will also auto save in the background at any interval the district configures.

### **Perpetual Inventory**

In addition to the site's physical inventory, the Inventory solution also keeps track of the site's perpetual inventory based on items utilized and received. This module compares the physical and perpetual inventory counts to identify any discrepancies, increasing accountability and accuracy. It also lets permissible users view which sites have a particular item on hand at any given time. Because the module operates on the principle of First In, First Out (FIFO), users can always expect accurate valuation of items based on when they were received.

### **Inventory Withdrawals, Transfers and Additions**

Daily withdrawals can be easily managed with the module's *Standard Withdrawal Templates*, or by using the a la carte withdrawal option when linked to a point of sale menu button. Using templates eliminates the need to add each item used to complete a withdrawal. Users may also easily transfer items from one site to another using the Inventory module. Because the system is updated in real-time, inventory transfers, withdrawals, and additions are simple to manage. The information updates instantly across the district, ensuring that inventory information is accurate no matter which site the Central Office is accessing.

### **Advanced Reporting**

PrimeroEdge Inventory gives users access to a wide variety of useful reports. These reports allow users to print real-time information on past or existing orders, manage inventory discrepancies, view a history an item, site or district transaction, and more. The module's advanced reporting capabilities provide a clearer picture of a site's inventory, assisting users in easily identifying areas for improvement within their nutrition programs.

## AVAILABLE REPORTS

Back Orders	Discrepancy
Employee Productivity	Expected Receipts
Missing Exemption Letters	Inventory Aging
Price Details	Ordering Guide
Print Orders	Transfers
Inventory Valuation	Central Production
Purchases	Transaction History
Warehouse Issues	Usage
Item History	Withdrawal List
Items	Net Off Invoices
Item Inventory	Return List
Item Status Report	

## IntelliScan

Increase your efficiency in updating inventory with our mobile solution for barcode scanning. The IntelliScan app is the first of its kind and was designed specifically for the school nutrition industry. IntelliScan saves time, paper, reduces the risk of human error, and allows for Wi-Fi-free scanning of items.

This inventory scanner app eliminates many of the manual tasks that are currently performed on paper and then entered into the system. IntelliScan allows users to scan items instantaneously into the system database for more up-to-date and accurate inventory reporting.

The app's sleek and simplistic design connects to the Web-based Inventory module and maintains a simple and efficient inventory process. By simply using the camera of smart device or pairing the device to a handheld Bluetooth barcode scanner, you can easily confirm and adjust receipts in PrimeroEdge right at the delivery dock. Scan items individually or in bulk to save time. In case of internet connectivity issues, IntelliScan can still be run offline without a Wi-Fi connection. Data is saved to the application's memory until a network connection is re-established and can then be synced over the cloud.

**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.	<input checked="" type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>
	Ethnicity or race	<input checked="" type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>
	Homeroom	<input checked="" type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/>
	Email	<input checked="" type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System	
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>
Parent / Guardian Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>	<input type="checkbox"/>

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

**[Insert categories of data here]**

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

2. Nature of disposition

Disposition shall be by destruction or deletion of data.

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

**[Insert or attach special instructions]**

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By

4. Signature

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

\_\_\_\_\_  
Date

5. Verification of Disposition of Data

Jayan Jose, Chief Financial Officer

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

10/26/2023

\_\_\_\_\_  
Date



**EXHIBIT "E"**

**GENERAL OFFER OF PRIVACY TERMS**

**1. Offer of Terms**

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

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

\_\_\_\_\_  
Cybersoft Technologies, Inc.

**PROVIDER:** \_\_\_\_\_

BY:  \_\_\_\_\_ Date: 10/26/2023

Printed Name: Jayan Jose Title/Position: Chief Financial Officer

**2. Subscribing LEA**

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

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

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

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

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

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

DESIGNATED REPRESENTATIVE OF LEA:

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

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

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

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

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

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

**Adequate Cybersecurity Frameworks**  
2/24/2020

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

**Cybersecurity Frameworks**

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

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

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

**EXHIBIT "G"**

**Supplemental SDPC State Terms for California**

**Version 1.0**

This Amendment for SDPC State Terms for California ("**Amendment**") is entered into on 10.31.13 (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

Cybersoft Technologies, Inc.

, located at 4422 Cypress Creek Pkwy Houston, TX 77068  
(the "**Provider**").

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

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

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

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

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

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

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

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

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

[SIGNATURES BELOW]

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

LEA: Education Technology Joint Powers Authority

By:  Date: 10/31/23

Printed Name: Brianne Ford Title/Position: President

PROVIDER: Cybersoft Technologies, Inc.

By:  Date: 10/26/2023

Printed Name: Jayan Jose Title/Position: Chief Financial Officer