

## **AGENDA**

### **REGULAR MEETING GOVERNING BOARD**

1:00 P.M. October 22, 2020

Ed Tech JPA will hold a Board meeting on October 22, 2020, at 1:00 PM via web conference at Meeting ID

meet.google.com/xgc-dwzb-tyx Phone Numbers (US)+1 252-584-0186 PIN: 192 656 759#.

The meetings of the Board at which official action is taken shall be public meetings, and no person shall be excluded therefrom.

The agenda will be published at least 72 hours prior to the meeting. Supporting documentation will be provided at the meeting or emailed electronically to members prior to the meeting as it becomes available.

President	Brianne Ford
Vice-President	John Morgan
Secretary	Jeremy Davis
Treasurer	Michael Johnston

#### *Board of Directors Founding Members*

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	John Morgan/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	Ed Manansala/alternate David Seabury
San Juan Unified	Founding Member	Kent Stephens/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate to be determined

#### Agenda

1. Determination of a quorum and call to order - roll call.

2. Approve the Minutes of the previous regular meeting.

3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction.

However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda

5. Board Member Reports

6. Treasurer Report

Michael Johnston will provide an update to the board.

7. Standing Reports

7.a. Membership

7.b. Communications

- 7.c.** Procurement
- 7.d.** Goals and Objectives
- 8.** Consent Agenda
  - 8.a.** Ratify Approval of New Associate Members

Background Information: The following organizations have applied for associate membership and, pursuant to Ed Tech JPA's Associate Member Operating Procedures, were granted provisional approval:

- Glendale Unified School District
- Mt. Diablo Unified School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

Motion:

## **9. Unfinished and Old Business**

- 9.a.** Review and Discuss Bylaws.

## **10. New Business (Action Items)**

- 10.a.** Approve Greg Pitzer as the secondary designee for San Ramon Valley Unified School District.

Background Information: San Ramon Valley Unified School District was approved as a founding member at the September 24, 2020 board meeting, with Greg Medici as the primary designee and the secondary designee to be determined at a later date.

Recommendation: Approve Greg Pitzer as the secondary designee for San Ramon Valley Unified School District.

Motion:

- 10.b.** Approve Vendor Name Change.

Background Information: Ed Tech JPA awarded RFP No. 18/19-03 Learning Management Solution Platform to Schoology, Inc. at the May 10, 2019 board meeting. On November 22, 2019 a Certificate of Merger was filed for Schoology, Inc. and Summer Herger Sub, Inc., a temporary subsidiary of PowerSchool Group LLC.

Recommendation: Approve amending the award and all resulting contracts from Schoology, Inc. to Powerschool Group LLC.

Motion:

### **11. New Business (Non Action Items)**

**11.a.** Discuss meetings with vendors regarding implementation, integration, and other service-related features.

**11.b.** Discuss vendor messaging to members through Ed Tech JPA communications.

**11.c.** Discuss upcoming RFP releases and priorities.

### **Closing Items**

**12.** Personnel Items

**13.** Reports of the Executive Director and any special committees or advisory councils

**14.** Presentation of written communications

**15.** Scheduling of next regular meeting Thursday, November 19, 2020 at Meeting ID  
meet.google.com/bsp-qxor-sbe Phone Number(US)+1 570-818-2070 PIN: 886 616 554#

**16.** Adjournment.

Telecommuting members of the public who wish to address the Board during the Board Meeting must complete the provided form at  
[https://docs.google.com/forms/d/1I12zovD0kE8DZmG3ElThhmnVAML0MWhSz\\_73BqMZEUs/edit](https://docs.google.com/forms/d/1I12zovD0kE8DZmG3ElThhmnVAML0MWhSz_73BqMZEUs/edit) prior to the start of the Board Meeting.



## List of Attachments

### Board Meeting October 22, 2020

Item No.	Page No.	Description
1	5	September 24, 2020 Board Meeting Minutes
2	9	Annual Goals Progress Report
3	10	Bylaws
4	19	Schoology, Inc. name change documents
5	36	Upcoming RFP List

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

September 24, 2020 1:00 P.M.

Google Meet

#### 1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:02 PM.

#### Present In Person:

N/A

#### Present by Telephone:

Brianne Ford with Irvine USD

David Seabury with El Dorado County Office of Education

Susan Rutledge with Clovis Unified School District

Mike McAdam with Fullerton School District

Kent Stephens with San Juan Unified School District

Peter Skibitzki with San Juan Unified School District

John Morgan with Capistrano Unified School District

#### 2. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the August 27, 2020 Regular Board Meeting.

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye     Brianne Ford  
Aye     Susan Rutledge  
Aye     David Seabury  
Aye     Mike McAdam  
Aye     John Morgan  
Aye     Kent Stephens

#### 3. PUBLIC COMMENT

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2.

#### 4. APPROVAL OF AGENDA

**Motion Passed:** Adopt Agenda, as presented.

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye     Brianne Ford  
Aye     Susan Rutledge

Aye David Seabury  
Aye Mike McAdam  
Aye John Morgan  
Aye Kent Stephens

#### **5. ACCEPTANCE OF BOARD MEMBER REPORTS**

Minutes: Board members shared their district/counties situation related to purchases, matters related to COVID 19, re-opening of in-person instruction.

#### **6. ACCEPTANCE OF TREASURER REPORT**

Minutes: None.

#### **7. ACCEPTANCE OF STANDING REPORTS**

##### **7.a. Membership**

Minutes: Membership was discussed.

##### **7.b. Communications**

Minutes: Recent communications with members and vendors were discussed.

##### **7.c. Procurement**

Minutes: Current and future RFPs were discussed.

##### **7.d. Goals and Objectives**

Minutes: The Annual Goals Progress Report and budget projections were reviewed.

#### **8. ACCEPTANCE OF CONSENT AGENDA**

##### **8.a. Ratify Approval of New Associate Members**

**Motion Passed:** Ratify Approval of New Associate Members: Sierra Unified School District and South Bay Union School District.

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Mike McAdam  
Aye John Morgan  
Aye Kent Stephens

#### **9. UNFINISHED AND OLD BUSINESS**

**9.a. Discuss Minimum Price Guarantee:** The minimum price guarantee and procedures when product pricing changes were discussed.

#### **10. NEW BUSINESS (ACTION ITEMS)**

**10.a. Accept San Ramon Valley Unified School District as a Founding Member of Education Technology Joint Powers Authority.**

**Motion Passed:** Approve San Ramon Valley Unified School District as a Founding Member with Greg Medici as the primary designee and the secondary designee to be determined at a later date.

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Mike McAdam  
Aye John Morgan  
Aye Kent Stephens

**10.b. Rescind Award to Schoology, Inc..**

**Motion Passed:** Rescind Award to Schoology, Inc..

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye Brianne Ford  
Aye Susan Rutledge  
Aye David Seabury  
Aye Mike McAdam  
Aye John Morgan  
Aye Kent Stephens  
Aye Greg Medici

**11. NEW BUSINESS (NON ACTION ITEMS)**

**11.a.** Confirm Ed Tech JPA Board meeting date scheduled for November 19, 2020.

**12. PERSONNEL ITEMS**

Minutes: None.

**13. REPORT OF EXECUTIVE DIRECTOR AND SPECIAL COMMITTEES OF ADVISORY COUNCIL**

Minutes: None.

**14. PRESENTATION OF WRITTEN COMMUNICATIONS**

Minutes: None.

**15. SCHEDULING OF NEXT MEETING**

The next Regular Meeting shall be held on Thursday, October 22, 2020 at Meeting ID meet.google.com/xgc-dwzb-tyx Phone Numbers (US)+1 252-584-0186 PIN: 192 656 759# ,as approved on the Regular Board Meeting Schedule as board approved on April 30, 2020, but may be changed at the discretion of the board.

## **16. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting at 1:27 pm.

Passed with a motion by Kent Stephens and a second by David Seabury.

Aye	Brianne Ford
Aye	Susan Rutledge
Aye	David Seabury
Aye	Mike McAdam
Aye	John Morgan
Aye	Kent Stephens
Aye	Greg Medici





# EDUCATION TECHNOLOGY

## JOINT POWERS AUTHORITY

### ANNUAL GOALS PROGRESS REPORT

*October 2020*

The Education Technology Joint Powers Authority (Ed Tech JPA) aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities.

### CURRENT POSITION

June 25, 2020	October 19, 2020	Goal for June 2021
46 Members 696,000 Ca Students 12 Completed Procurements 29 Available Contracts \$16,000.00 Admin Fee Revenue 5 Founding Members	60 Members 878,907 Ca Students 12 Completed Procurements 37 Available Contracts \$85,382.89 Admin Fee Revenue 7 Founding Members	80 Members 1,000,000 Ca Students 17 Completed Procurements Approx 48 Available Contracts \$130K Admin Fee Revenue 7 Founding Members

## **EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BYLAWS**

### **I. NAME.**

The name of this organization shall be the Education Technology Joint Powers Authority (hereinafter referred to as "JPA").

### **II. PURPOSE.**

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced digital education products and services to its members. The JPA will collect a fee from the sale of such products and services to its members and that fee will be used to pay for the cost of running the JPA ("Administrative Fee"). The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced digital products and services to its members. The JPA is committed to building capacity in its membership and may provide additional training and support as priorities are determined by the JPA board. The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 14, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

### **III. BOARD JPA.**

**A. Controlling Authority.** The Board will operate within its legal authority, as specified in the Constitution of the State of California, the laws of the State of California, chiefly the Education Code and joint exercise of powers provisions of the Government Code, and the Rules and Regulations of the State Board of Education as contained in the California Administrative Code Title V, Education. The control of the JPA is vested in the Board. (Education Code Sections 35100-35351, Governing Boards; Government Code Sections 6500-6539, The Joint Exercise of Powers Act.)

**B. General Powers.** The Board and the JPA have the power to exercise any power common to its members in furtherance of the functions and objectives set forth in the Joint Powers Agreement to the full extent of the law. Included in those duties and powers is the right to: make and enter contracts, employ agents and employees, direct the work of its employees; determine the method, means and services to be provided; determine the staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of the JPA operation; build, move, or modify the facilities; develop a budget; determine the methods of raising revenue; and contract out work. In addition, the Board has the right to evaluate, hire, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.

### **IV. Membership and Participation.**

**A. Founding Membership.** Founding Membership in the JPA shall be limited to public school districts, cities, counties, and other governmental units. There will be no less than two (2) and no more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Agreement.

- 1) Founding Members shall nominate one (1) person to serve on the JPA's Board of Directors, and one (1) alternate to serve in the Board Member's absence.
- 2) Only Founding Members are responsible for any proportionate share of expenses and entitled asset distributions, as may annually be allowed or assessed by the JPA's Board of Directors.
- 3) Founding Members shall pay a fee of \$10,000 upon initial acceptance as a Founding Member of the JPA. This initial fee and any other contribution or assessment made by the Founding Member shall be repaid by the revenues generated by the JPA and at such time as the Board may determine. This fee shall also be recoverable, if not already repaid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below.
- 4) In the event Ed Tech JPA incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Founding Members may be assessed a fee or fees as determined by a majority vote of the Board necessary to pay such extraordinary or unanticipated costs.
- 5) Founding Members may be located outside of the State of California

**B. Associate Membership.** Associate Membership shall be available to public school districts, charter schools, cities, counties, and other governmental units to the extent allowed by law.

- 1) Associate members shall be entitled to participate in the JPA's digital purchase program and other services and programs offered by the JPA.
- 2) Associate Members shall not be permitted to nominate any of their governing board members to serve on the JPA's Board of Directors.
- 3) Associate Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
- 4) Associate Members are not entitled to any voting privileges on JPA matters.
- 5) Associate Members shall be required to pay Membership Dues, if any, assessed by the Board of Directors.
- 6) Associate members may be located outside of the State of California

**C. Initiating Membership.** In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason.

- 1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA as an Associate Member. The Associate Member candidate must fill out and submit a membership application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary.
- 2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must fill out and submit a founding membership application to the JPA. If approved by the

Governing Board, the Founding Member must deliver a copy of the duly authorized and executed Joint Powers Authority Agreement (Ed Tech JPA), also known as the Founding Member Agreement, and the fee as set forth in Article IV, Section A, above. By signing the Founding Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

**D. Correspondent Members.** In states that do not have Joint Powers Authorities, school districts and other local education agencies may apply to join the JPA as an Associate Member and have such additional duties and privileges as the Board may designate.

**E. Withdrawal from Founding Membership.** A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its full governing board and upon compliance with its Membership Agreement with the JPA. The withdrawal shall be effective on June 30 following the JPA's written receipt of the Founding Member's withdrawal. Notwithstanding the withdrawal, the proportionate share of any expenses already certified to the withdrawing member for the JPA shall be paid to the JPA. The terms of withdrawal from the JPA shall be governed by Government Code §§ 6522-6512. The withdrawing member shall not be eligible to receive program funds or any revenue shares arising or distributed in the fiscal years commencing after the effective date of withdrawal.

**F. Removal of Founding Member.** A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The Founding Member subject to removal shall abstain from the vote. The removal shall be effective immediately following the vote. The removed member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal. The removed Founding Member's initial fee may be recoverable, if not already repaid, subject to majority approval of the Board.

**G. Dissolution of JPA.** Founding Members may dissolve the JPA by a super majority vote of the Board of Directors. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility, including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Board of Directors, or the Administrative Unit(s), if the Board of Directors delegates such duties. Any surplus funds remaining after payment for the JPA's obligations shall be returned to present Founding Member Agencies in proportion to contributions made and claims or losses paid.

**H. Expansion of Founding Membership.** The Founding Membership may be expanded beyond the initial seven (7) founding members upon unanimous, minus one, vote of the Board.

## **V. ORGANIZATION AND PROCEDURE OF THE BOARD**

**A. Board of Directors.** The care, management, and control of the JPA shall be vested in a Board of Directors composed of no less than two (2) members, and no more than

seven (7) members, unless otherwise approved by the Board pursuant to Article IV, Section H, above.

**B. Terms.** Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent or governing board. The Founding Member's Board may appoint a designee to serve in the temporary absence of the Board Member. The term of the Board Member shall be for four (4) years. The Board Member may have additional terms at the discretion of the Founding Member's governing board.

**C. Revenue.** Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, each of the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than .5% of the net revenue, or \$100,000, whichever is less, in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as an Administrative Unit(s) as set forth in Article V, Section F, subd. 10, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors. The Board has discretion to reimburse Founding Members for Administrative Fees resulting from the purchases made pursuant to Master Agreements wherein it acted as the initiating agency. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

**D. Organization.** The Board of Directors of the JPA shall meet following the election each year and organize by electing a President and a Vice-President. The Board of Directors shall appoint a Secretary and a Treasurer. The Board member appointed by the agency serving as the Administrative Unit overseeing financial activities as described in Article V, Section F, subd. 10, *Administrative Units*, shall be appointed as Treasurer. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

1) **At-Large Board Members.** The JPA's Board of Directors may, at its discretion, appoint up to three (3) members, including Associate or Correspondent Members, to the JPA's Board as ex-officio, non-voting members of the Board and shall encourage the advisory participation of a cross-section of government agency personnel within the JPA to the extent allowed by law.

**E. Legal Address.** The legal address of the Board shall be Clovis Unified School District Office, 1450 Herndon Avenue, Clovis, CA 93611. The procurement address of the JPA shall be Irvine Unified School District, 5050 Barranca Parkway, Irvine, CA 92604.

**F. Duties and Powers of the Board.** The JPA's Board of Directors shall have the authority to maintain and operate the JPA. Subject to the availability of necessary resources, included among the powers and duties of this Board are:

1) **Meeting.** The Board of Directors shall submit an annual evaluation report of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting with the resolution of the needs of the JPA's membership.

- 2) **Facilities.** The Board of Directors shall have the JPA provide adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.
- 3) **Staff.** The Board of Directors is authorized to employ central administrative staff and other personnel as necessary to provide and support the agreed upon programs and services. The Board may discharge staff and personnel pursuant to provisions of law applicable to the employing agency for in-kind services provided by JPA members, and if a direct employee of the JPA, by provisions of law applicable California public school districts. The Board shall allow the JPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.
- 4) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA. Legal Counsel shall serve at the will and pleasure of the Board of Directors.
- 5) **Contracts.** The Board of Directors is authorized to enter into contracts to assist in the furtherance of the JPA's goals and objectives, including with independent contractors and consultants, and school boards of local education agencies, including school districts outside the JPA's state.
- 6) **Programs and Services.** The Board of Directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
- 7) **Governance.** The Board of Directors shall exercise all powers and carry out all duties delegated to it by members under provisions of the JPA's by-laws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state of California.
- 8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special advisory committees representative of these partners.
- 9) **Executive Committee.** The Board of Directors may establish an Executive Committee which is hereby empowered to exercise all the powers of the Board of Directors except as otherwise specifically proscribed in these Bylaws, during times when the Board of Directors does not meet or is unable to convene a meeting. Actions requiring a supermajority vote of the Board of Directors require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee. The Board President shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.
- 10) **Administrative Unit(s).** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. An Administrative Unit(s) must be a Founding Member. The duties of each Administrative Unit(s) shall be discharged by that District's Chief Technology Officer, Chief

Business Official, or person with equivalent duties and background, who shall also serve as a member of the Board. The Administrative Unit(s) shall be charged with carrying out the purposes of the JPA, including, but not limited to: 1) procurement activities such as: preparing requests for proposal and negotiating agreements with technology providers; development and maintenance of digital contract registries; administration of professional development programs for member agencies; and creation of technology centers for the benefit of member agencies; and 2) financial activities such as: establishing a fund with the county treasurer; developing an annual budget; receiving income and processing expenditures; acting as the treasurer for the JPA, including updating the Board, preparing financial statements and contracting with an independent auditor; serving as the employer of record for JPA employees, including the performance of human resources and payroll functions. Administrative Units may be established for purposes not enumerated in this Section. In the event the Administrative Unit(s) cannot, to the satisfaction of the Board, fulfill the duties prescribed by the Board, the duties of the Administrative Unit(s) shall be transferred to another Founding Member. Administrative Unit(s) shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.

- 11) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following powers and duties:

- a. Act as secretary and executive officer of the Board.
- b. Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.
- c. Serve as ex-officio member of all advisory committees or councils appointed by the Board.
- d. Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.
- e. Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.
- f. Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.
- g. Maintain supervisory custody of the funds of the Board.
- h. The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types

of public service and to suggest needed changes and improvements identified by member government agencies.

- i. Act for the JPA's Board as the legal representative for State and Federal Programs.
- 12) **Staff.** Staff shall serve at the will and pleasure of the Administrative Unit(s) or Agencies, subject to review and consideration by the Board.
- 13) **Committees.** The Board of Directors may select advisory councils or committees to give advice and counsel to the Board. The councils or committees may be composed of representatives from public and nonpublic schools, cities, counties, and other governmental units, as well as representatives from business partners.
- 14) **Annual Plan.** The Board of Directors shall submit annually a plan to the members. The plan shall identify the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. These programs and services may include, but are not limited to, the following areas:
  - a. Administrative services;
  - b. Curriculum development;
  - c. Data processing;
  - d. Distance learning and other telecommunication services;
  - e. Evaluation and research;
  - f. Staff development;
  - g. Media and technology centers;
  - h. Publication and dissemination of materials;
  - i. Pupil personnel services;
  - j. Planning;
  - k. Secondary, post-secondary, community, adult, and adult vocational education;
  - l. Teaching and learning services, including services for students with special talents and special needs;
  - m. Employee personnel services; and
  - n. Purchase of equipment and services to accomplish the purposes set out above.

**G. Financial Support.** Financial support for the JPA programs and services shall be primarily derived from revenue generated from services provided by the JPA. The JPA may receive private, state, and federal financial support supplementing as available. No Founding Member shall have any additional liability for the debts or obligations of the JPA except the initial contribution and any other liability the Founding Member assumes under these by-laws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues and the Administrative Fees earned by and paid to the JPA. Any contribution by a Founding Member may be repaid, at the discretion of the Board, from the revenues obtained by the JPA.

**H. Ownership of Property.** Any property acquired by the JPA's Board of Directors is public property to be used for essential public and governmental purposes which shall be exempt from all taxes and special assessments levied by a city, county, state, or



political subdivision thereof. If the JPA is dissolved, its property shall be distributed to the members at the time of dissolution.

**I. Legal Action.** The Board of Directors may prosecute in its name and defend or settle any action brought by or against it.

**J. Public Corporation.** The JPA is a public corporation and agency and its Board of Directors may make application for, accept, and expend private, state, and federal funds that are available for programs of the members. As a public corporation, no earnings or interest of the JPA may inure to the benefit of an individual or private entity.

**K. Fees.** The Board of Directors may make reasonable charges for its services rendered to members. The Board of Directors may also approve the use of administrative fees for purposes allowed by California law.

**L. Insurance.** The Board of Directors may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board.

## **VI. MEETINGS AND MINUTES OF PROCEEDINGS**

**A. Meetings.** The Board of Directors shall meet as it considers necessary, and hold at least three (3) regular meetings annually. The Board of Directors shall meet at the call of the President or any two (2) members of the Board.

- 1) An electronic agenda shall be sent to each member at least three (3) days prior to the regular meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.
- 2) A quorum at any meeting of members of the Board shall consist of a majority of the elected Board of Directors.
- 3) The order of business at the board meetings shall be as follows:
  - a. Determination of a quorum and call to order.
  - b. Approval of minutes of previous meeting.
  - c. Public Comment
  - d. Approval of Agenda
  - e. Acceptance of Treasurer's report and approval of expenditures.
  - f. Consent Agenda.
  - g. Unfinished and old business.
  - h. New business.
  - i. Personnel Items.
  - j. Reports of the Executive Director and any special committees or advisory councils.
  - k. Presentation of written communications.
  - l. Adjournment.
- 4) The meetings of the Board at which official action is taken shall be public meetings and no person shall be excluded therefrom.





December 16, 2019

Re: Acquisition of Schoology, Inc.

Dear Customer,

We are excited to announce that Schoology, Inc. ("Schoology") has agreed to be acquired by an affiliate of PowerSchool Group LLC ("PowerSchool"), following which Schoology will become an indirect wholly-owned subsidiary of PowerSchool (the "Transaction"). Additional information regarding the Transaction is set forth on Exhibits A, B and C to this letter, including a press release describing the Transaction in more detail, an abbreviated structure chart indicating the present relationship between Schoology and PowerSchool, and the Certificate of Merger filed with the Secretary of State of the State of Delaware which effectuated the Transaction. For any existing Schoology customers, though there will be some administrative and name changes with respect to your account, you can expect to continue to receive the high-quality support, services and solutions that you have historically received, and the transaction will not amend or otherwise affect the terms and conditions of the agreement(s) between you and Schoology. Should you have any questions or concerns, please contact your representative, and our teams will be sure to address your needs as quickly as possible.

Sincerely,

Philip Radmilovic  
Vice President - Controller  
PowerSchool Group LLC

Enclosed:

- Exhibit A – press release regarding the Transaction
- Exhibit B – abbreviated structure chart for the Transaction
- Exhibit C – certificate of merger filed to DE Secretary of State



July 7, 2020


Dear Prospective Customer,

I am writing to provide an explanation as to why the forms submitted by PowerSchool in this response have a different EIN number than the attached W-9.

PowerSchool Group, LLC ("**PowerSchool**") (EIN: 47-4429364) and all its subsidiaries and affiliates file taxes on a consolidated basis under a holding company named Severin Intermediate Holdings, LLC. ("**Severin**") (EIN: 47-4674631). As a result, we are required by federal law to present you with a W-9 form listing Severin. Below is a list of PowerSchool's subsidiaries and affiliates that, like PowerSchool, report up through the Severin.

<b>PeopleAdmin, Inc.</b> (EIN: 74-2941301)	<b>Performance Matters, LLC</b> (EIN: 87-0647151)	<b>Teacher Match, LLC</b> (EIN: 45-3764286)
<b>Infosnap, LLC</b> (EIN: 74-2982490)	<b>Haiku Learning, Inc.</b> (EIN: 20-4797710)	<b>SRB Education Solutions US, LLC</b> (EIN: 98-0177738)
<b>Netchemia, LLC</b> (EIN: 48-1242148)	<b>Spiral Universe, Inc.</b> (EIN: 87-0795370)	<b>Searchsoft Solutions, Inc.</b> (EIN: 35-2107046)
<b>eSchool Solutions, LLC</b> (EIN: 46-5655192)	<b>Chalkable, Inc.</b> (EIN: 65-1161129)	<b>AccelaSchool, LLC</b> (EIN: 46-2194338)
<b>Interactive Achievement, LLC</b> (EIN: 46-2084898)	<b>SunGard Public Sector, LLC</b> (EIN: 59-2133858)	<b>Schoology, Inc.</b> (EIN: 26-0808340)

Thank you.

DocuSigned by:  
  
 96D0027F4E194E2...  
 Eric Shander  
 CFO, PowerSchool



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Severin Intermediate Holdings, LLC</b>	
2 Business name/disregarded entity name, if different from above <b>PowerSchool Group LLC</b>	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. <b>150 Parkshore Drive</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Folsom, CA 95630</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	7	-	4	6	7	4	6	3 1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

1-10-20

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SACRAMENTO )

On DECEMBER 16<sup>TH</sup>, 2019 before me, ARLO F. TRINIDAD, NOTARY PUBLIC,  
(here insert name and title of the officer)

personally appeared PHILIP ALEXY RADMILOVIC

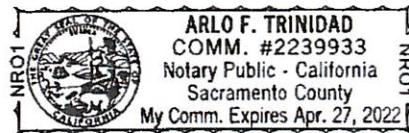
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*



(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of LETTER REGARDING

POWERSCHOOL'S ACQUISITION OF SCHOOLOGY,

containing 1 pages, and dated 12/16/2019

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☒ Corporate Officer(s)

VICE PRESIDENT, CONTROLLER  
Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other:

representing: POWERSCHOOL GROUP LLC  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

☐ Additional Signer(s)

☐ Signer(s) Thumbprint(s)

## Exhibit A

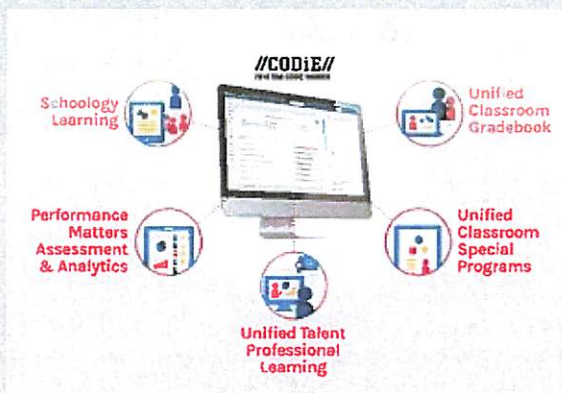


## EXHIBIT A



## PowerSchool Completes Acquisition of Schoology

Creating the most comprehensive unified classroom solution to empower teachers with personalized learning functionality, improving education outcomes for all students.



WEBINAR | Wednesday, December 4 • 11:00 AM PT / 2:00 PM ET

### PowerSchool & Schoology: What the Acquisition Means for You

Find out how your school or district will benefit when best-in-class products come together to improve educational outcomes for every student. Hear from company leaders and customers on roadmap plans and more.

[Register for the Webinar](#)

Press Release: PowerSchool completes acquisition of Schoology, marking a major step toward bringing enhanced personalized learning technology to K-12 classrooms

[Read the Press Release](#)


### PowerSchool + Schoology's CEOs discuss the acquisition news

from Schoology

08:32

Watch Hardeep Gulati, PowerSchool CEO, and Jeremy Friedman, Schoology Co-Founder & CEO, discuss PowerSchool's exciting announcement and what this means for schools, districts, teachers, and students.

### Find Out More:

[+ I am a PowerSchool customer](#)

[+ I am a Schoology customer](#)

[+ I'm not a PowerSchool or Schoology customer, but want to learn more](#)

[Solutions](#)
[K-12 Impact](#)
[Resources](#)
[Company](#)




[Student Information Systems](#)  
[Unified Classroom](#)  
[Unified Administration](#)  
[Unified Talent](#)  
[Unified Home](#)  
[Unified Insights](#)

[School Operations](#)  
[Student Growth](#)  
[Empowered Teachers](#)  
[Parent Engagement](#)  
[Serving All Schools](#)

## Community

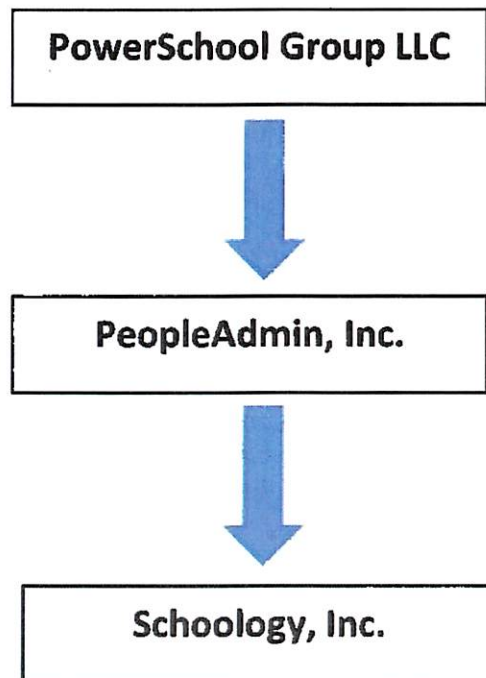
[Upcoming Webinars](#)  
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[Cookie Preferences](#)  
[© 2018 PowerSchool](#)  
[150 Parkshore Dr.](#)  
[Folsom, CA 95630](#)

**Exhibit B**

**Abbreviated Entity Structure for PowerSchool and Schoology**



## Exhibit C

# Delaware

The First State

Page 1

**I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:**

**"SUMMIT MERGER SUB, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "SCHOOLGY, INC." UNDER THE NAME OF  
'SCHOOLGY, INC.', A CORPORATION ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE ON THE TWENTY-SECOND DAY OF NOVEMBER, A.D. 2019, AT 8:59  
O'CLOCK A.M.**



  
Jeffrey W. Bullock, Secretary of State

4409950 8100M  
SR# 20198243265

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204065866  
Date: 11-22-19

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PowerSchool to Acquire Schoology, Pairing Major K-12 LMS and SIS Providers

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#### Mergers and Acquisitions

### PowerSchool to Acquire Schoology, Pairing Major K-12 LMS and SIS Providers

By [Tony Wan](#) Oct 24, 2019



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PowerSchool has reached an agreement to acquire Schoology, a provider of learning management systems with a sizable footprint among K-12 schools and districts.

If approved, the pending acquisition would mark the latest puzzle piece that PowerSchool has purchased this decade. Founded in 1997, Powerschool was first bought by Apple in 2001, and then by Pearson in 2006. The publisher sold the PowerSchool to private equity firm Vista Equity Partners in June 2015. Onex, another private equity firm, invested in PowerSchool in 2018 and shares equal equity ownership with Vista.

Since 2015, PowerSchool has acquired eight companies. Through these deals, the company has expanded its product suite beyond its original K-12 student information system offering to assessment, enrollment, special education and talent management services. [Schoology](#), would be PowerSchool's second purchase of a learning management system (LMS), after it [acquired Haiku Learning](#) in 2016. Haiku has since been rebranded as PowerSchool Learning.

Neither the financial terms of the deal nor its expected closing date were disclosed in the [announcement](#). Executives from both companies were unavailable when reached by EdSurge (but we will update the story with additional details and commentary when available).

The two companies previously partnered in 2017 on product integrations that allowed users to more easily access and share information across both systems.

The pending deal would combine two established companies with large customer bases. According to the press release, PowerSchool's tools are used by roughly 45 million students, and Schoology reaches 20 million users. Given their respective footprints in the U.S. K-12 market, there is likely a sizable overlap among users.

Data from LISTEDTECH, an education market research firm, shows that PowerSchool is by far the most commonly used SIS, claiming roughly [one-third of the market](#) in U.S. and Canada.

In a crowded LMS field, Schoology has roughly a [17 percent market share](#) in small to mid-sized districts, and a 14 percent share in large districts that serve more than 6,500 students, according to the same data source. Schoology trails Google Classroom, Canvas and Moodle in terms of adoption in large districts, but is the only one of the four that offers a paid offering focused on K-12. Canvas and Moodle are also widely used in higher education, and Classroom is a free tool with fewer functionalities.

K-12 LMS market share in U.S. and Canada. Source: [L2 Systems](#)

Even in third and fourth place, Schoology holds unique bragging rights. While Instructure, the developer of Canvas, has [repeatedly](#) never lost a higher ed customer, "our data showed that two K-12 districts became the only losses of customers that we are aware of in the history of Canvas, with both selecting Schoology in 2019: Tempe School District and Turner Unified School District in Kansas City," [writes](#) Jeanette Wiseman, a senior associate at MindWires, an education market consulting and market analysis firm, earlier this year.

From her perspective, PowerSchool's desire to add a popular tool to complement its flagship student information system makes sense. "They're taking what is a really successful LMS in the K-12 space, and pairing it with the tool that all teachers have to work with, the SIS. All the data that schools manage... everything flows into the SIS," she tells EdSurge.

Wiseman particularly noted Schoology's assessment and grading platform, which allows teachers and administrators to easily look at students' performance across different grade levels. "That kind of longitudinal data complements well with a SIS."

Funneling and connecting data from different education systems is also very much part of PowerSchool's positioning and strategy to create a "unified classroom," as its CEO Hardeep Gidani [told EdSurge](#) in 2016.

However, the nature of the deal gives Wiseman some pause as to whether Schoology can continue to grow. Private equity-backed transactions are often followed by cuts to make operations more lean and profitable, sometimes involving layoffs. "That's always the fear when you see this type of deal," she says, "and what we don't know is how the final management will shake out, and whether there will be changes."

Founded in 2009, Schoology has raised more than \$57 million in venture capital, according to Crunchbase. Its last influx of funding came in the form of a \$32 million Series D round in 2015. At that time, the company wanted to expand into the higher education market but has backed away from that aspiration to focus solely on K-12.

Tony Wan ([@tony\\_wan](#)) is Managing Editor at EdSurge, where he covers business and financing trends in the edtech industry. Reach him at [tony\[at\]edsurge\[dot\]com](#).

[Mergers and Acquisitions](#)

*Trending*



[EdSurge](#)

[What Science Tells Us About Early Childhood Development](#)

[By Amy Lutz](#)

[Oct 29](#)

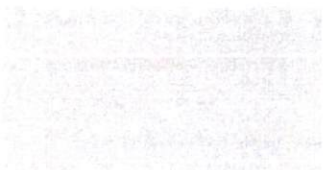


[EdSurge Podcast](#)

[Many Frustrated Teachers Say It's Not Burnout — It's Demoralization](#)

[By Steven Jerny](#)

[Oct 17](#)



**CERTIFICATE OF MERGER**

**OF**

**SUMMIT MERGER SUB, INC.,**  
a Delaware corporation,

**WITH AND INTO**

**SCHOOLOGY, INC.,**  
a Delaware corporation

*(Under Section 251(c) of the General Corporation Law  
of the State of Delaware)*

Pursuant to Section 251(c) of the General Corporation Law of the State of Delaware, as amended (the "DGCL"), Schoology, Inc., a Delaware corporation ("Schoology"), in connection with the merger of Summit Merger Sub, Inc., a Delaware corporation ("Merger Sub"), with and into Schoology (the "Merger"), hereby certifies as follows:

**FIRST:** The names and states of incorporation of the constituent corporations to the Merger (the "Constituent Corporations") are:

<u>Name</u>	<u>State of Incorporation</u>
Schoology, Inc.	Delaware
Summit Merger Sub, Inc.	Delaware

**SECOND:** An Agreement and Plan of Merger, dated as of October 24, 2019 (the "Merger Agreement"), by and among Schoology, Merger Sub, PeopleAdmin, Inc., a Delaware corporation, and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Securityholders' Representative (as defined in the Merger Agreement) appointed pursuant to Section 10.8 thereof, has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with the DGCL.

**THIRD:** Upon the effectiveness of the Merger, Schoology shall be the surviving corporation (the "Surviving Corporation"), and the name of the Surviving Corporation shall be "Schoology, Inc."

**FOURTH:** The certificate of incorporation of Schoology, as in effect immediately prior to the effectiveness of the Merger, shall be amended and restated, upon the effectiveness of the Merger, to read, in its entirety, as set for on Exhibit A attached hereto, and, as so amended and restated, shall be the certificate of incorporation of the Surviving Corporation.



**FIFTH:** The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL.

**SIXTH:** An executed copy of the Merger Agreement is on file at the office of the Surviving Corporation at 2 Penn Plaza, 10th Floor, New York, NY 10121.

**SEVENTH:** An executed copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to either stockholder of any of the Constituent Corporations.

\* \* \* \* \*



IN WITNESS WHEREOF, the undersigned, for the purpose of effectuating the Merger pursuant to the DGCL and under penalty of perjury, does hereby declare and certify that this is the act and deed of Schoology and the facts stated herein are true and accordingly has hereunto signed this Certificate of Merger this 22nd day of November, 2019.

SCHOOLGY, INC.,  
a Delaware corporation

By: /s/ Jeremy N. Friedman  
Name: Jeremy N. Friedman  
Its: Chief Executive Officer

Exhibit A

**SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
SCHOOLGY, INC.**

ARTICLE ONE

The name of the corporation is Schoology, Inc. (the "Corporation").

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the Corporation has authority to issue is one thousand (1,000) shares of common stock, with a par value of \$0.001 per share.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

#### **ARTICLE EIGHT**

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE EIGHT shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

#### **ARTICLE NINE**

To the fullest extent permitted by the General Corporation Law of the State of Delaware, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any persons to which the General Corporation Law of the State of Delaware permits the Corporation to provide indemnification) through by-law provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the General Corporation Law of the State of Delaware. Any amendment, repeal or modification of the foregoing provisions of this ARTICLE NINE shall not adversely affect any right or protection of any director, officer or other agent of the Corporation existing at the time of such amendment, repeal or modification.

#### **ARTICLE TEN**

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

#### **ARTICLE ELEVEN**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

		<b>Upcoming RFPs</b>				
<b>RFP</b>	<b>Projected Release Date on Website</b>	<b>Projected Award Date on Website</b>	<b>Board Approval</b>	<b>Hosting Member</b>	<b>Hosting Member Deadline</b>	<b>Notes</b>
Facilities and Resource Management Platform	Winter 2021	Spring 2021	3/28/19	Irvine	1/14/21	\$60k/yr Asure no procurement
Web Design and Hosting Solution	Winter/Spring 2021	Spring 2021	4/26/19	Irvine	5/23/21	\$50k/yr Acquia previous procurement expires
Library Management	Spring 2021	Spring 2021	10/30/19	Irvine		
Absence Tracking and Substitute Placement Platform	Spring 2021	Summer 2021	5/30/19	Irvine	6/30/21	\$35k/yr Fronline no procurement
Student Transportation Tracker	N/A		N/A	Clovis		May have a need. Potential RFP
Visitor Management System	N/A		N/A	Vista Unified		requested through website. Potential RFP
Social and Emotional Learning Assessment System	N/A		N/A	Irvine	7/1/20	
*recomended we move the Facilities, Library, and Absence RFPs, and move up the Web Design and Social Emotional RFPs						
		<b>PROPOSED Upcoming RFPs</b>				
<b>RFP</b>	<b>Projected Release Date on Website</b>	<b>Projected Award Date on Website</b>	<b>Board Approval</b>	<b>Hosting Member</b>	<b>Hosting Member Deadline</b>	<b>Notes</b>
Web Design and Hosting Solution	Winter 12/9/20	Spring 2021 3/25/21	4/26/19	Irvine	5/23/21	\$50k/yr Acquia previous procurement expires
Social and Emotional Learning Assessment System	Winter 2021 1/27/21	Spring 2021 3/25/21	N/A	Irvine	7/1/20	
Library Management	2021-22	2021-22	10/30/19	Irvine		
Absence Tracking and Substitute Placement Platform	2021-22	2021-22	5/30/19	Irvine	6/30/21	\$35k/yr Fronline no procurement
Student Transportation Tracker	2021-22	2021-22	N/A	Clovis		May have a need. Potential RFP
Facilities and Resource Management Platform	2021-22	2021-22	3/28/19	Irvine	1/14/21	\$60k/yr Asure no procurement
Visitor Management System	2021-22	2021-22	N/A	Vista Unified		requested through website. Potential RFP