

**AGENDA**  
**REGULAR MEETING GOVERNING BOARD**  
1:00 P.M. February 27, 2020

Ed Tech JPA will hold a Board meeting on February 27, 2020, at 1:00 PM at 5050 Barranca Parkway, Irvine, CA 92604, 1401 Valencia Drive, Fullerton, CA 92833, and 6767 Green Valley Road, Placerville, CA 95667, and 33122 Valle Road, San Juan Capistrano, CA 92675.

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

**Agenda**

1. Determination of a quorum and call to order - roll call.
2. Approve the Minutes of the previous special 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

Brianne Ford will provide an update to the board in Michael Johnston's absence.

7. Standing Reports
  - 7.a. Membership
  - 7.b. Communications
  - 7.c. Procurement
8. Consent Agenda

**8.a. Ratify Approval of New Associate Member**

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

- San Benito County Office of Education

The Board must formally ratify the approval of its membership.

Recommendation: Ratify associate membership for the organization listed.

Motion:

**Unfinished and Old Business**

None.

**New Business (Action Items)**

**9. Approve Operations and Procurement Unit Fee Proposal.**

Background Information: Irvine Unified School District acts as the JPA's operations and procurement unit and incurs significant expense and staff time as a result. Attached is a proposed plan to reimburse the operations and procurement unit for costs and expenses incurred as a result of the JPA's activities.

Recommendation: Approve the Operations and Procurement Unit Fees as presented.

Motion:

**10. Approve Vendor Name Change Due to New Branding**

Background Information: Ed Tech JPA awarded RFP No. 18/19-02 Notification System Platform to West Interactive Services Corporation at the April 26, 2019, 2019 board meeting. On September 20, 2019 a Certificate of Amendment of Certificate of Incorporation was filed changing the name of West Interactive Services Corporation to Intrado Interactive Services Corporation.

Recommendation: Approve amending the award and all resulting contracts from West Interactive Services Corporation to Intrado Interactive Services Corporation.

Motion:

**11. Rescind Award to Itslearning Inc.**

Background Information: On May 10, 2019 Itslearning Inc was awarded RFP No. 18/19-03 Learning Management Platform contingent upon successful contract negotiations. On July 30, 2019 addendums to the agreements, as requested by Itslearning Inc, were finalized and sent to ItsLearning for signature. Ed Tech JPA made four additional attempts to contact Itslearning Inc regarding completing agreements.



On January 24, 2020 Itslearning Inc was notified that completed, signed documents were required no later than February 7, 2020 or the award would be rescinded. To date Ed Tech JPA has not received any communication from Itslearning Inc since July 2019.

Recommendation: Rescind award to Itslearning Inc.

Motion:

### New Business (Non Action Items)

12. Discuss the Member Survey as presented in supporting the Annual Evaluation and Plan to Identify Programs and Services (Per Bylaws Sections V.F.1. and V.F.14.).
13. Discuss legal ~~fees and~~, \*privacy agreements and contract negotiations capacity.
14. Discuss election of officers.
15. Discuss potential new founding membership, review previously adopted Founding Member Operating Procedure, and discuss Founding Member Agreement.
16. Discuss adding Ed-Fi data integration and interoperability to RFP requirements.

### Closing Items

17. Personnel Items
18. Reports of the Executive Director and any special committees or advisory councils
19. Presentation of written communications
20. Scheduling of next regular meeting Thursday, March 26, 2020 at 1:00pm at Irvine USD
21. Adjournment.

\*amended 2/21/2020



## Board Meeting List of Attachments February 27, 2020 1:00pm

Item No.	Page No.	Description
1		February 3, 2020 Board Meeting Minutes
2		Member Newsletter
3		Operations and Procurement Unit Fee Proposal
4		Vendor Name Change Supporting Documents
5		Communications to Itslearning Inc.
6		JPA Member Survey
7		Contracts Status List
8		Founding Member Operating Procedure
9		Ed-Fi Data Integration and Interoperability RFP Requirements



# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### SPECIAL MEETING OF THE GOVERNING BOARD

February 3, 2020 3:00 P.M.

Procurement Center

5050 Barranca Parkway

Irvine, CA 92604

#### 1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 3:03 PM.

#### 2. PUBLIC COMMENT

**None.**

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.

#### 3. ROLL CALL

Present:

Brianne Ford with IUSD

Present by Telephone:

David Seabury with El Dorado County Office of Education

Michael Johnston with Clovis USD

#### 4. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the January 23, 2020 Regular Board Meeting.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford

Yes     Michael Johnston

Yes     David Seabury

#### 5. APPROVAL OF AGENDA

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

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

## **6. NEW BUSINESS**

**6.a.** Approve Award of RFP No. 19/20-04 Help Desk System to Gem-Cap Inc. dba Hayes Software Systems.

**Motion Passed:** Award RFP No. 19/20-04 Help Desk System and authorize the President to execute and deliver a Master Agreement with Gem-Cap Inc. dba Hayes Software Systems for Sections 1, 2, 3.1 - 3.3, 3.5 - 3.7, and 4 contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

**6.b.** Approve Award of RFP No. 19/20-04 Help Desk System to Ivanti, Inc.

**Motion Passed:** Award RFP No. 19/20-04 Help Desk System and authorize the President to execute and deliver a Master Agreement to Ivanti, Inc for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

**6.c.** Approve Award of RFP No. 19/20-04 Help Desk System with TeamDynamix Solutions LLC.

**Motion Passed:** Award RFP No. 19/20-04 Help Desk System and authorize the President to execute and deliver a Master Agreement with TeamDynamix Solutions LLC for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

## **6. NEW BUSINESS**

**6.a.** Approve Award of RFP No. 19/20-05 Student Information System to Aeries Software, Inc., dba Eagle Software.

**Motion Passed:** Award RFP No. 19/20-05 Student Information System and authorize the President to execute and deliver a Master Agreement with Aeries Software, Inc., dba Eagle Software for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

**6.b.** Approve Award of RFP No. 19/20-05 Student Information System to Edupoint Educational Systems, LLC .

**Motion Passed:** Award RFP No. 19/20-05 Student Information System and authorize the President to execute and deliver a Master Agreement with Edupoint Educational Systems, LLC for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

**6.a.** Approve Award of RFP No. 19/20-05 Student Information System to Follett School Solutions, Inc..

**Motion Passed:** Award RFP No. 19/20-05 Student Information System and authorize the President to execute and deliver a Master Agreement with Follett School Solutions, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     David Seabury

## **7. PRESENTATION OF WRITTEN COMMUNICATIONS**

Minutes: None.

## **8. SCHEDULING OF NEXT MEETING**

The next Regular Meeting shall be held on February 27, 2020 at 1:00PM at 5050 Barranca Parkway, Irvine, CA 92604, but may be changed at the discretion of the board.

## **9. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting at 3:07.

Passed with a motion by Michael Johnston and a second by David Seabury.

Yes	Brianne Ford
Yes	Michael Johnston
Yes	David Seabury

## Newsletter

March 2020

### Celebrating One Year

Ed Tech JPA would like to thank each and every one of you for taking the leap and joining Ed Tech JPA. In January we celebrated our one year anniversary. During this time our membership has grown to include twenty five districts and county offices of education with a combined student enrollment of over 500,000 students. We owe so much to our member districts and are excited to enter our second year.

Ed Tech JPA strives to meet California procurement requirements and negotiate competitively priced digital contracts. In only one year we have completed and awarded ten RFPs with 38 resulting contracts for members to leverage. As a board consisting of CTOs, an Assistant Superintendent, and Superintendent we hope to be in touch with the needs of our members and work proactively to meet member procurement needs.

**Ed Tech JPA aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities.**

### A Word from Our Vendors

Canvas recently wrote "In this process, the Ed Tech JPA has set a new gold standard when it comes to thinking outside the box to broker relationships between technology companies and schools. The procurement team assembled by the Ed Tech JPA has provided world class service as we have journeyed through the procurement process. From the Ed Tech JPA's incredible responsiveness, access to legal resources, deep product knowledge and commitment to member districts, they have been an incredible partner."

### EDWEEK Market Brief Article

EDWEEK recently published an [article about Ed Tech JPA](#) focusing on the JPA's rapid growth and vast selection of awarded products.

### New Solutions

Due to popular demand Ed Tech JPA has recently completed procurements for student information systems, assessment systems, educational intelligence and analytics solutions, and help desk systems. Procurement documents are available on our website and contract documents are being added as they are completed.

### Available Contracts:



**Assessment Platform**

Edcite	Edulastic
Illuminate	Instructure
Pearson	Schoology
Mentoring Minds	

**Educational Intelligence and Analytics**

Certica	DecisionEd
Hoonuit	Innive
Mentoring Minds	Renaissance
Scantron	

**Learning Management Platform**

Gabbart	Canvas
MGRM Pinnacle	Schoology

**Nutrition Management Solution Platform**

PrimeroEdge	Titan
Health-e Pro	

**Classroom Management and Student Online Safety System**

Amplified IT	Blocksi
CDWG for Securly	Netop
Securly	

**Electronic Document Routing Solution**

docfinity	Informed K12
-----------	--------------

**Help Desk System**

Hayes	Ivanti
TeamDynamix	

**Mobile Device Management**

Jamf Pro	Jamf School
----------	-------------

**Notification System Platform**

Aeries Software	West Intrado
-----------------	--------------

**Student Information System**

Aeries Software	Edupoint
Follett	

Ed Tech JPA is planning our next series of procurements and welcomes your input. Please complete our [survey](#) to provide us with feedback and let us know what procurements you would like to see in the near future.

[edtechjpa.iusd.org](http://edtechjpa.iusd.org)

## **Ed Tech JPA Operations and Procurement Unit Proposal**

### **Overview**

The Ed Tech JPA requires ongoing support for procurement and general operations. Irvine Unified has been fulfilling these responsibilities since the formation of the Ed Tech JPA. Irvine Unified has been performing this role with the understanding that the district will receive a fee for providing these services when Ed Tech JPA revenues exceed baseline operating costs. The below document identifies representative duties of the Operations and Procurement Unit supporting the JPA. Irvine Unified may provide additional services as necessary to support the JPA related to these areas.

### **Operations Unit**

The Operations Unit responsibilities include:

- **Board Meetings:** Prepare and post Board Meeting agendas, artifacts and meeting minutes. Schedule and coordinate Board Member participation in meetings.
- **Website and Marketing:** Develop and maintain the Ed Tech JPA website. Work with Board Members to create and distribute JPA marketing materials. Work with Board Members to develop presentations and coordinate participation in conferences and other marketing opportunities.
- **Membership:** Develop and distribute resources and templates for current and prospective members. Facilitate the membership process for eligible entities. Coordinate member outreach, including surveys, newsletters and other communications. Respond to inquiries from current and prospective members. Advise and support members in all matters related to the JPA.
- **Vendor Partners:** Develop and distribute resources for vendor partners. Respond to inquiries from vendor partners. Distribute templates and collect quarterly sales reports from vendors. Work with the Administrative Unit to reconcile vendor reports against fees received by the Administrative Unit.
- **General Operations:** Organize and maintain JPA records, including current procurement and contract templates, meeting materials, reports, communications, founding documents, agreements, and any other records determined by the Board or consultants to be relevant to the JPA's operational needs. Provide regular updates to Board Members on JPA activities. Coordinate with legal counsel on operational needs of the Board. Support Board Members and their agencies by providing information, reports, and other assistance as needed.

### **Procurement Unit**

The Procurement Unit responsibilities include:

- **Procurement Calendar:** Develop an annual procurement calendar, including new proposed services and new procurements for expiring contracts. Plan for procurement based on established Board guidelines, member feedback, and contract term dates.

- RFP/Bid Development: Work with founding members and other identified stakeholders to develop Requests for Proposals reflective of associate member needs.
- Procurement Administration: Administer the RFP Process, including advertisement, public posting of documents, vendor correspondence, responses to requests for information, amendments, selection process, award, and compliance with procurement regulations and Ed Tech JPA standard procedures.
- Contracts: Work with Ed Tech JPA General Counsel to create standard contracts and negotiate revisions where needed. Anticipate contract expirations and plan for successor procurements and agreements. Communicate with the JPA Board about contractual issues. Maintain repository of acceptable contract language alternatives to reduce costs and provide consistency in response to common exceptions to the standard JPA language.
- Privacy: Work with California IT in Education (CITE) to negotiate and obtain approval for necessary revisions to the California Student Data Privacy Agreement (CSDPA).
- Member Support: Assist members in accessing contracts and following appropriate procedures to leverage Ed Tech JPA contracts.
- Documentation and Record Keeping: Maintain all procurement and contract records necessary to ensure compliance with procurement and other regulations. Review JPA legal fees for accuracy and make recommendations to the Board as necessary to govern JPA procurement costs.
- General Issues: Work with Ed Tech JPA General Counsel to resolve any issues that arise out of procurements and contracts.

## **Fees**

- Operational Unit Fee: The annual fee for the Operational Unit will be \$20,000 for the services described above. The fee will be waived for 2018-19, 2019-20, and 2020-21. Fees will be deferred if sufficient funds are not available in 2021-22.
- Procurement Unit Fee: The annual fee for the Procurement unit will be 0.25% of total sales reported each year. The fee will be waived for 2018-19 and 2019-20. Fees will be deferred if sufficient funds are not available in 2020-21.
- Operations and Procurement Unit Reimbursement: In addition to the fees described above, the Operations and Procurement Unit will receive reimbursement for direct costs incurred in support of the JPA. Direct costs may include fees for advertisement of procurements, necessary consultant costs, and print/reproduction costs for JPA materials. Staff time is not eligible for reimbursement and will be assumed to be included in the administrative fees outlined above. Direct costs incurred by Irvine Unified in support of the JPA will be deferred in 2018-19, 2019-20, and 2020-21.
- The Operations and Procurement responsibilities and fees will be reviewed annually to determine if the fee level continues to be appropriate for the requirements of the role. The discussion will include a review of JPA operational needs and sustainable staffing and support models necessary to ensure the ongoing success of the JPA.



- JPA baseline operating costs, including necessary expenses (insurance, auditor), minimum required reserve contribution, legal fees, and consultant fees will be prioritized over the Operational and Procurement Unit fees payment. Should JPA revenues be insufficient to cover baseline operating costs, Administrative Unit fees and Operational and Procurement Unit fees, the outstanding balance of the Operational and Procurement Unit fees will be deferred to the subsequent fiscal year.

# 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 AMENDMENT OF "WEST INTERACTIVE SERVICES CORPORATION", CHANGING ITS NAME FROM "WEST INTERACTIVE SERVICES CORPORATION" TO "INTRADO INTERACTIVE SERVICES CORPORATION", FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 2019, AT 11:29 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TENTH DAY OF OCTOBER, A.D. 2019 AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

A handwritten signature in black ink, reading "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

3186058 8100  
SR# 20197434000

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

Authentication: 203747333  
Date: 10-08-19

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

**FIRST:** That at a meeting of the Board of Directors of  
West Interactive Services Corporation

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

**RESOLVED**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " I " so that, as amended, said Article shall be and read as follows:

I. The name of the corporation (which is hereinafter referred to as the "Corporation") is: Intrado Interactive Services Corporation.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

**THIRD:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

**FOURTH:** The amendment shall be effective at 12:01 a.m. on October 10, 2019.

**IN WITNESS WHEREOF**, said corporation has caused this certificate to be signed this 20<sup>th</sup> day of September, 20<sup>19</sup>.

By: \_\_\_\_\_

Authorized Officer

Title: Treasurer

Name: Christopher D. Wikoff

Print or Type

# 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.

INTRADO INTERACTIVE SERVICES CORPORATION

2 Business name/disregarded entity name, if different from above

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.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**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.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

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.

11808 MIRACLE HILLS DR

6 City, state, and ZIP code

OMAHA, NE 68154

7 List account number(s) here (optional)

Requester's name and address (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

6 3 - 1 0 7 8 1 9 7

## Part II Certification

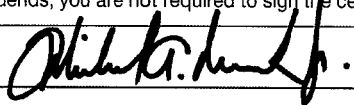
Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► 10/8/19

## 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.

## Michelle Bennett

---

**From:** Michelle Bennett  
**Sent:** Friday, January 24, 2020 9:21 AM  
**To:** Timothy.Baldwin@ItsLearning.com  
**Cc:** Brianne Ford  
**Subject:** RFP No. 18/19-03  
**Attachments:** Itslearning - PA.pdf; Itslearning - MA.pdf; Itslearning - CSDPA.pdf; Its Learning - Addendum to PA.pdf; ItsLearning - MA Addendum.pdf

Hello Tim,

I want to follow up regarding the attached agreements. On May 10, 2019 Itslearning Inc was awarded RFP No. 18/19-03 Learning Management Platform contingent upon successful contract negotiations. On July 30, 2019 requested addendums to the agreements were finalized and sent to ItsLearning for signature. To date Ed Tech JPA has not received any response since the finalized agreements were sent. The board reserves the right to rescind award if contract negotiations are not completed in a timely manner. To retain the award made to Itslearning the following must be completed, signed and returned to Ed Tech JPA no later than 4:00pm on Friday, February 7, 2020:

- Master Agreement
- Addendum to Master Agreement
- CSDPA
- Purchase Agreement (completed but not signed)
- Addendum to Purchase Agreement (approval required, but not completed or signed)

If the completed and signed documents are not received by 4:00pm on February 7, 2020 Ed Tech JPA will take action to rescind the award made to Itslearning Inc. If you have any questions please feel free to contact me.

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022



---

**From:** Michelle Bennett  
**Sent:** Monday, December 2, 2019 9:48 AM  
**To:** Timothy.Baldwin@ItsLearning.com  
**Cc:** Meg Keaney <mkeaney@f3law.com>; Brianne Ford <BrianneFord@iusd.org>  
**Subject:** FW: RFP No. 18/19-03

Hello Tim,

I want to follow up regarding the agreement between Ed Tech JPA and ItsLearning. Please let me know if you have any questions.

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022



---

**From:** Michelle Bennett  
**Sent:** Thursday, October 17, 2019 9:15 AM  
**To:** [Timothy.Baldwin@ItsLearning.com](mailto:Timothy.Baldwin@ItsLearning.com)  
**Cc:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>  
**Subject:** FW: RFP No. 18/19-03

Hello Tim,

I want to follow up regarding the Ed Tech JPA agreements. I've attached them for your review and signature. If you have any additional questions or items you'd like to discuss please let us know. We'd love to get this finalized and posted on our members-only website prior to the CETPA conference in mid November. Thank you.

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022



---

**From:** Michelle Bennett  
**Sent:** Tuesday, July 30, 2019 1:37 PM  
**To:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>; Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>  
**Subject:** RE: RFP No. 18/19-03

Thank you Meg. That sounds good to me, as long as it meets Tim's approval I think we're all set. I've attached the following:

- Master Agreement
  - Please complete section 16.A., sign and return.
- Master Agreement Addendum
  - Please confirm that this is acceptable. If so, please sign and return.
- Purchase Agreement
  - Please complete section 8.A.
- Purchase Agreement Addendum
  - Please confirm that this is acceptable.



The Purchase Agreement and Purchase Agreement Addendum will be signed when you enter into a contract with participating associate members. Thank you for your assistance!

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022



---

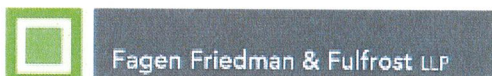
**From:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>  
**Sent:** Tuesday, July 30, 2019 1:15 PM  
**To:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>; Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>  
**Subject:** RE: RFP No. 18/19-03

Good point.

“PARTICIPANT shall have the right, upon fifteen (15) days’ prior written notice to VENDOR, to terminate this PA at any time and without cause prior to when students are given access to use the platform by the district (excluding student access pursuant to a pilot program) OR 120 days after contract is signed, whichever occurs first.”

Feel free to suggested revisions if I didn’t phrase it correctly.

Meg



Meg Keaney  
Direct: (510) 550-8230  
Email: [mkeaney@f3law.com](mailto:mkeaney@f3law.com) | Web: [www.f3law.com](http://www.f3law.com)  
Please consider the environment before printing this email.

---

**From:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>  
**Sent:** Tuesday, July 30, 2019 1:07 PM  
**To:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>; Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>  
**Subject:** RE: RFP No. 18/19-03

I can prepare the addendum, but I wanted to see if we need any additional clarification excluding access given to students for a pilot. I know IUSD often grants students access for a short-term pilot prior to selecting a vendor, would this automatically be excluded from the language below or do we need to write something in?

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022



---

**From:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>

**Sent:** Tuesday, July 30, 2019 1:00 PM

**To:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>; Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Subject:** RE: RFP No. 18/19-03

Hi Tim,

That works 😊 Just so we're on the same page the new language is as follows, "PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to when students are given access to use the platform by the district OR 120 days after contract is signed, whichever occurs first."

Michelle, can you prepare an addendum for the MA to address the change to Article 15F (stated in prior email), and one for the PA to incorporate the change to Article 18, above.

Thanks!



Fagen Friedman & Fulfroth LLP

Meg Keaney

Direct: (510) 550-8230

Email: [mkeaney@f3law.com](mailto:mkeaney@f3law.com) | Web: [www.f3law.com](http://www.f3law.com)

Please consider the environment before printing this email.

---

**From:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>

**Sent:** Tuesday, July 30, 2019 10:14 AM

**To:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>; Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Subject:** RE: RFP No. 18/19-03

Thanks Meg,

We propose considering delivery to be completed when students are given access to use the platform by the district OR 120 days after contract is signed, whichever occurs first.

Tim

---

**From:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>

**Sent:** Tuesday, July 30, 2019 12:03 PM

**To:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>; Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Subject:** RE: RFP No. 18/19-03

Hi Tim,

Thanks for the additional information. I'm sure we can accommodate this issue with a minor adjustment to the agreement. Can you suggest a milestone that would be appropriate?

Best,

Meg





Fagen Friedman & Fulfroast LLP

Meg Keaney

Direct: (510) 550-8230

Email: [mkeaney@f3law.com](mailto:mkeaney@f3law.com) | Web: [www.f3law.com](http://www.f3law.com)

Please consider the environment before printing this email.

CONFIDENTIALITY NOTICE TO RECIPIENT(S): This e-mail communication and any attachment(s) may contain information that is confidential and/or privileged by law and is meant solely for the intended recipient(s). Unauthorized use, review, duplication, disclosure or interception of this e-mail is strictly prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you received this e-mail in error please notify us immediately of the error by return e-mail and please delete this message and any attachment(s) from your system. Thank you in advance for your cooperation.

**From:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>

**Sent:** Tuesday, July 30, 2019 6:50 AM

**To:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Cc:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>

**Subject:** RE: RFP No. 18/19-03

Thanks Michelle.

We appreciate the feedback. From our perspective the one remaining item that is unclear is the first item PA18 – Termination. In a SaaS software model, what do you define as “complete delivery”? Typical districts would have a phased implementation over a year or two, with continued additions of students, teachers, content and curriculum to the platform over time. Is there a way that we can be more specific as to how we can define the achievement of delivery so that this clause pertains only to the early stages of the engagement? We would imagine that there could be a broad range of interpretations for the meaning of “complete delivery” as currently written.

Tim

**From:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Sent:** Thursday, July 25, 2019 7:11 PM

**To:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>

**Cc:** Meg Keaney <[mkeaney@f3law.com](mailto:mkeaney@f3law.com)>

**Subject:** RE: RFP No. 18/19-03

Hello Tim,

Thank you for your patience as our legal counsel reviewed your requests related to the Ed Tech JPA Master Agreement. Her responses are in **green** below. Please let me know if you approve retaining sections 18 and 15.a., and the proposed language for 15.f.. If you approve the proposed language I can draft an Addendum to the Master Agreement and send it to you with a Master Agreement, Purchase Agreement and CSDPA for your signature. If you would like to discuss anything further please feel free to let us know. Thank you for your assistance.

Michelle Bennett

Procurement & IT Contracts Specialist

5050 Barranca Parkway

Irvine, CA 92604

Tel. 949-936-5022

 IRVINE UNIFIED SCHOOL DISTRICT

**From:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>  
**Sent:** Friday, May 31, 2019 1:29 PM  
**To:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>  
**Subject:** RE: RFP No. 18/19-03

Hi Michelle,

We have reviewed the documentation and have the following questions/feedback. Please review and advise whether we should set up a call to discuss.

Thank you,

Tim

-----  
PA:

#### **18. TERM & TERMINATION**

The term of this PA (the "Term") shall commence on the Effective Date and shall expire after a period of years. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA.

#### **TERMINATION OF CONTRACT**

Without limiting any rights or remedies which PARTICIPANT may have in the event of any default by VENDOR, PARTICIPANT shall have the right, upon fifteen (15) days' prior written notice to VENDOR, to terminate this PA at any time and without cause prior to complete delivery. Such termination shall be without any obligation or liability to VENDOR other than payment of charges for the value of work performed, and for necessary expenditures which can be established by VENDOR as having been reasonably incurred prior to the time that notice of termination is given. In no event shall the termination charges exceed the purchase price of the equipment/services. In the event of any termination, PARTICIPANT shall be entitled to all materials, work in process, and completed work included as value of work performed and necessary expenditures in determining the charges referred to above and paid by PARTICIPANT. VENDOR agrees to allow mutual contract termination in whole or in part, in the event that PARTICIPANT does not allocate funding for the continuation of this contract or any portion thereof. In the event of termination due to non-allocation of funds, both parties shall be held without fault and there shall be no financial consequences assessed as a penalty on either party.

**Itslearning comment:** This appears to provide the district customer complete autonomy and flexibility to cancel the contract for convenience, without cause, and with only 15 days' notice. We would prefer to strike this clause from the contract as it effectively removes the contractual obligation of the district while retaining all obligation on the part of the vendor.

**MEK response:** This clause needs to stay in the agreement. The termination right only applies prior to product delivery. Thereafter, termination is only in the event of an uncured default under paragraph 13, or in the event of non-appropriation of funds.



MA:

## 15. ADMINISTRATIVE FEE

A. VENDOR agrees to pay ED TECH JPA an administrative fee (the "Administrative Fee") calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA's operating costs increase, **the Administrative Fee is subject to an increase to offset such increased costs.** Any increase shall automatically take effect upon 30 day notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

**Itslearning comment:** Is there any bound around the magnitude of the potential administrative fee increase?

MEK response: This language is provisional and at this time we do not anticipate an increase. The purpose of the fee is to allow the JPA to be self-sustaining as the membership grows. We are highly sensitive to your concern, and any increase would be incremental so as not to negatively impact the competitive pricing offered to JPA members.

F. **Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.**

**Itslearning comment:** We would prefer to pay the administrative fee after receiving payment from the district (PAM). This aligns incentives between the JPA and the vendor to ensure timely payment by the district.

Accepted. Proposed revision: "Payment of the administrative fee is due following payment from Participating Associate Member."

---

**From:** Michelle Bennett <[MichelleBennett@iusd.org](mailto:MichelleBennett@iusd.org)>

**Sent:** Wednesday, May 29, 2019 5:48 PM

**To:** Tim Baldwin <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>

**Subject:** FW: RFP No. 18/19-03

Hello Tim,

I want to follow up regarding the attached agreements between Ed Tech JPA and Aeries. Please let me know if you have any questions or would like to discuss any aspect of the agreements. Thank you for your assistance.

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022

 **IRVINE UNIFIED SCHOOL DISTRICT**

**From:** Michelle Bennett  
**Sent:** Friday, May 17, 2019 9:45 AM  
**To:** 'Tim Baldwin' <[timothy.baldwin@itslearning.com](mailto:timothy.baldwin@itslearning.com)>  
**Subject:** RFP No. 18/19-03

Dear Timothy,

Thank you for your proposal. We are excited to welcome you to Ed Tech JPA as one of our qualified vendors.

The CSDPA, Master Agreement and Purchase Agreement are attached for your review and completion. Please execute the Master Agreement and CSDPA and return signed copies. You will recognize these documents, as they were included with the RFP. We understand that you may have your own terms of service or other contract documentation that you prefer to use in lieu of these agreement. However, due to the large volume of contracts that Ed Tech JPA administers on behalf of our members, we have determine that our form agreements are essential to ensure continuity across all product offerings.

We hope you will find the terms fair and balanced and sign them without modification. To the extent you have additional or different terms that were identified in your proposal, please use the attached addendum to suggest revisions and we will forward it to our legal counsel for review. Please note will not adopt a pre-existing contract or incorporate terms by reference. Instead, we require the addendum to be used for all modifications to the agreement to facilitate meaningful document review and product selection by our members.

Again, we are thrilled to be working with you to provide economically priced technology products to school districts and other public agencies throughout the state, and beyond!

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022

 **IRVINE UNIFIED SCHOOL DISTRICT** **EDUCATION TECHNOLOGY**  
JOINT POWERS AUTHORITY



## Ed Tech JPA Member Survey

Questions

Responses

Section 1 of 3

## Ed Tech JPA Member Survey



Form description

Email address \*

Valid email address

This form is collecting email addresses. [Change settings](#)

Your Organization Name:

Short answer text

Please rate your overall experience with Ed Tech JPA with 1 as the least positive and 5 as the most positive.

1

2

3

4

5



Please rate the support you have received from Ed Tech JPA with 1 as the least positive and 5 as the most positive.

1	2	3	4	5
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Please rate your experience with Ed Tech JPA's Vendor Partner(s) with 1 as the least positive and 5 as the most positive.

1	2	3	4	5
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

After section 1   Continue to next section   ▼

Section 2 of 2

## Ed Tech JPA Purchases



The Ed Tech JPA Board uses member input to prioritize each year's procurements. Your input will help shape our 2020-21 procurement calendar.

Please share what motivated you to join Ed Tech

☐ Am immediate purchase need

☐ A future purchase need



What product(s) have you purchased using Ed Tech JPA

Long answer text

What product(s) do you plan on purchasing in the upcoming months?

Long answer text

What products would you like Ed Tech JPA to run procurements for in the near

Long answer text

After section 2 Continue to next section



Be Active at 3

## Ed Tech JPA Services



The Ed Tech JPA exists to streamline procurement, secure competitive pricing, and safeguard student privacy. As we plan for 2020-21, we would love your input on how we can better support our members and their organizations.

JPA vendors have expressed interest in the JPA hosting virtual vendor fairs (online demos of multiple products) for our available contracts. Would this be of interest to your organization?

1

2

3

4

5



If you are interested in attending a virtual vendor fair, which products would you like to see?

Short answer text

Do you have any other suggestions or questions for our team?

Long answer text







### Agreement Status

**Total Finalized Contracts: 21**

**Total Pending Contracts: 18**

#### RFP No. 19/20-05 Student Information System

Date Opened: November 20, 2019 Date Closed: January 13, 2020

Date Awarded: February 3, 2020

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
Aeries Software Inc. dba Eagle Software						Waiting for Vendor response
Edupoint Educational Systems, LLC						Waiting for Meg, Jason & Marty's review of SLAs
Follett School Solutions, Inc.						Waiting for Vendor response

#### RFP No. 19/20-04 Help Desk System

Date Opened: September 30, 2019 Date Closed: October 28, 2019

Date Awarded: February 3, 2020

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
Hayes Software Systems	2/3/20 - 2/2/23	N/A	Available	In Negotiations	2/3/20 - 2/2/23	Waiting for Meg's review
Ivanti, Inc						Waiting for Vendor response
TeamDynamix Solutions LLC						Waiting for Vendor response

**RFP No. 19/20-03 Educational Intelligence and Analytics Solution**

Date Opened: September 18, 2019 Date Closed: October 23, 2019

Date Awarded: January 23, 2020

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
<b>Certica Solutions, Inc.</b>	1/23/20 - 1/22/23	1/23/20 - 1/22/23	Available	Available	1/23/20 - 1/22/23	
<b>DecisionEd Group, Inc</b>						Waiting for Meg's review of MA redlines
<b>Hoonuit I, LLC</b>	Need Brie's sig	In negotiation	Available	In negotiation	1/23/20 - 1/22/23	Waiting for Meg's review
<b>Innive Inc</b>						Waiting for Vendor response
<b>Scantron Corporation</b>						Waiting for Vendor response
<b>SchoolSpire, Inc. → Mentoring Minds, L.P.</b>	1/23/20 - 1/22/23	n/a	Available	n/a	1/23/20 - 1/22/23	
<b>Schoolzilla PBC → Renaissance Learning Inc.</b>	1/23/20 - 1/22/23	n/a	Available	n/a	2/3/20 - 2/2/23	

**RFP No. 19/20-02 Assessment Platform**

Date Opened: September 4, 2019 Date Closed: October 16, 2019

Date Awarded: December 5, 2019

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
<b>Edcite, Inc.</b>	12/5/19 - 12/4/22	n/a	Available	n/a	12/5/19 - 12/4/22	
<b>Snapwiz, Inc. dba Edulastic</b>	12/5/19 - 12/4/22	n/a	Available	n/a	12/5/19 - 12/4/22	

Illuminate Education, Inc.						Meg's review of CSDPW redlines, license agmt, draft of PA Addendum
Instructure, Inc.	In negotiation	In negotiation	Available	n/a	7/1/19 - 6/30/22	Waiting for vendor's response
Pearson, Inc.	12/5/19 - 12/4/22	12/5/19 - 12/4/22	Available	12/5/19 - 12/4/22	12/5/19 - 12/4/22	Waiting for Vendor response
Schoology, Inc.						Waiting for Vendor response
SchoolSpire, Inc. → Mentoring Minds, L.P.	1/24/20 - 1/23/23	n/a	Available	n/a	1/24/20 - 1/23/23	Waiting for Vendor response

#### RFP No. 19/20-01 Mobile Device Management

Date Opened: June 17, 2019 Date Closed: August 19, 2019

Date Awarded: October 30, 2019

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
JAMF Holdings, Inc. & Subsidiaries dba Jamf Software, LLC	In Progress	In Progress	In Progress	In Progress	In Progress	IUSD deadline 3/6. Clovis wants to leverage. Waiting for Meg's response
JAMF Holdings, Inc. & Subsidiaries dba Jamf Software, LLC	In Progress	In Progress	In Progress	In Progress	In Progress	Waiting for Meg's response

#### RFP No. 18/19-05 Classroom Management and Student Online Safety System

Date Opened: May 13, 2019 Date Closed: June 10, 2019

Date Awarded: June 27, 2019

Vendor	Master	MA	Purchasing	PA	CSDPA	Notes
--------	--------	----	------------	----	-------	-------



	Agreement	Addendum	Agreement	Addendum		
<b>Amplified IT, LLC for Liminex, Inc. dba GoGuardian product</b>	6/27/19-6/26/22	N/A	Available	N/A	Amplified IT - 6/6/19 - 6/5/22 Go Guardian 6/27/19 - 6/26/22	
<b>Blocksi Inc</b>	6/27/19-6/26/22	N/A	Available	N/A	6/8/19 - 6/7/22	
<b>CDW LLC dba CDW Government LLC for Securly, Inc. product</b>	In Progress	In Progress	In Progress	In Progress	CDWG - 6/6/19 - 6/5/22 Securly - 6/6/19 - 6/5/22	Waiting for Meg's response
<b>Netop Tech Inc</b>	6/27/19-6/26/22	N/A	Available	N/A	6/6/19 - 6/5/22	
<b>Securly, Inc.</b>	In Progress		In Progress		6/6/19 - 6/5/22	Vendor may redact submission to pursue CDWG proposal. Need written confirmation.

#### RFP No. 18/19-04 Electronic Document Routing Solution

Date Opened: March 22, 2019      Date Closed: April 26, 2019

Date Awarded: anticipated May 30, 2019

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
<b>Companion Data Services, LLC dba docfinity</b>	5/30/19 - 5/29/22	N/A	Available	N/A	5/30/19 - 5/29/22	
<b>Emics, Inc dba Informed K12</b>	5/30/19 - 5/29/22	N/A	Available	N/A	5/30/19 - 5/29/22	

#### RFP No. 18/19-03 Learning Management Platform

Date Opened: March 11, 2019

Date Closed: April 8, 2019

Date Awarded: May 10, 2019

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
<b>Gabbart Enterprises LLC dba Gabbart Communications</b>	5/10/19 - 5/9/22	N/A	Available	N/A	5/10/19 - 5/9/22	
<b>Instructure, Inc. dba Canvas</b>	6/30/19 - 6/29/22	N/A	Available	N/A	7/1/19 - 6/30/22	
<b>Itslearning Inc.</b>	N/A	N/A	N/A	N/A	N/A	Set to rescind award due to non-response of vendor
<b>MGRM Pinnacle Inc.</b>	5/10/19 - 5/9/22	N/A	Available	N/A	5/10/19 - 5/9/22	
<b>Schoology, Inc</b>	5/10/19 - 5/9/22	5/10/19 - 5/9/22	Available	Available	5/10/19 - 5/9/22	

\*All agreements may be extended for 2 additional 1 year terms

#### RFP No. 18/19-02 Notification System Platform

Date Opened: March 5, 2019

Date Closed: April 3, 2019

Date Awarded: April 26, 2019

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
<b>Aeries Software Inc., dba Eagle Software</b>	1/14/20 - 1/13/23	1/14/20 - 1/13/23	Available	N/A	Murrieta 6/9/19 - 6/8/22	
<b>West Interactive Services Corporation</b>	4/26/19 - 4/25/22	4/26/19 - 4/25/22	Available	Available	<b>In Progress</b> Irvine 6/30/18 - 6/29/21	Waiting for CETPA's response to CSDPA redlines.

\*All agreements may be extended for 2 additional 1 year terms

#### RFP No. 18/19-01 Nutrition Management Solution Platform

Date Opened: February 8, 2019

Date Closed: March 8, 2019

Date Awarded: March 15, 2019

<b>Vendor</b>	<b>Master Agreement</b>	<b>MA Addendum</b>	<b>Purchasing Agreement</b>	<b>PA Addendum</b>	<b>CSDPA</b>	<b>Notes</b>
<b>Cybersoft Technologies, Inc. dba PrimeroEdge</b>	4/23/19 - 4/22/22	N/A	Available	N/A	4/23/19 - 4/22/22	
<b>Titan School Solutions, Inc.</b>	3/28/19 - 3/27/22	3/28/19 - 3/27/22	Available	Available	3/28/19 - 3/27/22	
<b>Water Walkers Inc dba Health-e Pro</b>	3/28/19 - 3/27/22	N/A	Available	Available	3/28/19 - 3/27/22	

\*All agreements may be extended for 2 additional 1 year terms

### **Upcoming Procurements**

Anticipated future procurements are listed on the JPA website at:

<https://edtechjpa.iusd.org/procurement/upcoming-procurements>



## Founding Member Procedure

### Operating Procedure

April 2019

As the JPA expands from 4 Founding Members (with Fullerton) to a maximum of 7, the Board should establish a timeline to add three additional member and the criteria to use in determining such membership.

### Timeline

April to June 2019	Consideration of Applications  With input from the board, potential Founding Members will be explored by McGuire & Associates and invited to submit applications for consideration
July 2019	Board Review of Applications and Approval of Additional Founding Members  The Board may choose to select from one to three additional members at that time
August 2019	Founding Member takes to their board for approval

### Criteria to Evaluation Potential Members

Size/Scope of the LEA itself, sufficient to increase the potential purchasing power of the JPA.

Specific Expertise in the area of technology or purchasing or administrative unit functions that would enhance the JPA operations.

Geographic diversity, specifically with a focus in Northern California/Bay Area, that would assist the JPA in expanding associate membership and therefore purchasing power of the JPA.

LEAs as Founding Members that will support the JPA in creating strategic partnerships that will assist the JPA in expansion of associate membership, e.g. CASBO, CCSESA, ACSA, CETPA.

County Office as a Founding Member, would be considered if it enhances expanding associate membership and/or brings additional expertise in the area of technology, purchasing, or administrative unit functions that would enhance the JPA operations.

### LEA Characteristics

An LEA under consideration as a Founding Member should be able to demonstrate a strong working relationship with Business and IT and Purchasing, with CBO, IT, and Purchasing leadership in support of the LEA becoming a founding member.

An LEA will demonstrate the ability to support the JPA in developing key partnerships that will grow the associate membership of the JPA and expand the purchasing power of the JPA.

### Application/Written Commitment

The JPA will develop an application form that includes a demonstration of commitment by the LEA.

Education Technology JPA  
**Founding Member  
Application**

Name of Organization:

Full Name of Designated Representative:

Title:

Email of Primary Contact:

Street Address:

City:

State:

Zip:

Phone: ext.

Fax:

Type of Public Agency as defined by Government Code Section 6500 et seq.:

- ☐ Public School District  
☐ County Office of Education  
☐ Community College District  
☐ Other Public Agency

If "Other," please specify:

CDS Code:

1. Please tell us why your Organization is interested in becoming a Founding Member of the Ed Tech JPA.

2. Describe the expertise your Organization will contribute to the Ed Tech JPA in the area of technology, purchasing, and/or other areas of support.

3. The success of the Ed Tech JPA is dependent upon the growth of our Associate Membership and the combined purchasing power that will leverage pricing for JPA members. Describe how your Organization will assist the JPA in growing our Associate Membership.

4. The success of the Ed Tech JPA will be dependent upon building partnerships with other educational support agencies, e.g. CASBO, CCSESA, ACSA, CETPA. Describe how your agency can assist the JPA in building these partnerships.

5. A successful Founding Member will demonstrate an organizational commitment to making the JPA a success. Specifically, we believe that the technology, purchasing, and business



office must be dedicated to the success of the JPA. Describe how your Organization has aligned these departments in support of becoming a Founding Member.

#### Founding Member Commitments

- \$10,000 financial contribution (one-time, to be reimbursed when JPA is financially able)
- The designated representative (or alternate) will attend monthly JPA meetings in person or by phone.
- Support the JPA by growing the Associate Membership
- Support the JPA by building partnerships with educational support agencies
- Founding Members take on the responsibility of growing the JPA to ensure an organization that is transparent in governance and decision making.
- Founding Members will work toward the goal of building a JPA that provides Founding Member and Associate Members with the best purchasing practices that produce competitive pricing.
- Founding Members assist the JPA by providing support as needed in the JPA operations. Such support may be provided in the area of technology, purchasing expertise, marketing, or other administrative unit functions.

I understand the Founding Member Commitments

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
CBO

\_\_\_\_\_  
Date

\_\_\_\_\_  
CTO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing

\_\_\_\_\_  
Date

## Part 2 Technology Requirements

### 2.4 Data and Interoperability

2.4.7 Please explain if Solution utilizes Ed-Fi standards for data integration and interoperability. If not describe if there is a commitment on the product roadmap to Ed-Fi integration and what year it will be released.

2.4.7.1 Explain the depth of Ed-Fi integration and how the Solution is integrated with Ed-Fi (i.e. through API).

2.4.7.2 If Solution does not utilize or confirm the Ed-Fi standards, describe how Vendor guarantees data interoperability between Solution and various Participating Associate Member existing systems.