

**AGENDA**  
**REGULAR MEETING GOVERNING BOARD**  
**ED TECH JPA**

2:00 P.M. February 28, 2019

Ed Tech JPA will hold a Board meeting on February 28, 2019, at 2:00 p.m. at the Irvine Unified School District Office, 5050 Barranca Pkwy, Irvine, CA 92604.

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	Brianne Ford
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 Alvera
Clovis Unified Founding Member	Michael Johnston/alternate Susan Rutledge

*Other*

Mark Williams, Fagen Friedman & Fulfroost LLC  
Meg Keaney, Fagen Friedman Fulfroost LLC  
Francie Heim, Consultant

*Agenda*

1. Determination of a quorum and call to order.
2. Approval of minutes of the previous 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.

4. Approval of the Agenda
5. Acceptance of Treasurer report  
No Treasurer report at this time.
6. Consent Agenda  
No consent agenda at this time.

## 7. Unfinished and old business

- A. RFP Process
  - a. Purchasing workflow
  - b. Update on RFPs issued or in process
  - c. Brianne and Michael will provide updates.
- B. Vendor outreach and education process
  - a. Brianne will provide an update on activities to date
- C. Review of JPA Bylaws - additional input/discussion.
  - a. Items for discussion so far:
  - b. Executive committee structure for decision making in specified situations.
  - c. Founding member performing the administrative unit also functions as the Treasurer.
- D. Review of Insurance options
  - a. Francie will provide an update on research to date.
- E. Review and input into criteria for additional founding members as well as a process for how new members will be added
  - a. At the last meeting, the board provided feedback on criteria for additional new founding members. Further discussion is proposed on a timeline for adding new founding members and suggested outreach to possible new members. We also need a founding member agreement in place.
- F. Associate member outreach
  - a. At the last meeting, we discussed the need to have a clearly defined strategy for associate member outreach as well as having an associate member agreement.

## New Business (Action Items)

### 8. 2018-19 Budget

Background information:

Per discussion at the last meeting, a budget will be brought to the Board for input and discussion with possible adoption at the February or March meeting. The budget will provide a multi-year look at possible sales, revenues, and expenses, to assist the board in decision-making.

Recommendation:

Motion:

### 9. Administrative Unit Fee Proposal

Background information:

Michael Johnston will provide an update to the board on the following:

- a. Clovis Board Approval of Administrative Unit
- b. Any updates to the description of the scope of work of the administrative unit
- c. Establishment of the operational fund with Fresno COE

An Administrative unit fee proposal will be brought to the Board for input and discussion with possible adoption at the February or March meeting.

Recommendation:

Motion:

#### 10. Approval of F3 Professional Services Agreement

Background information:

At the last meeting, this item was tabled due to lack of a JPA budget and the difficulty in approving a contract without a budget in place. F3 and Michael Johnston (Treasurer) were to confer on revisions to the agreement to ensure clarity on reimbursement for expenditures incurred by F3 prior to the establishment of the JPA.

Recommendation:

Motion:

#### 11. Approval of Contract for Consultant/Administration Support

Background information:

At the last meeting, this item was tabled due to lack of a JPA budget and the difficulty in approving a contract without a budget in place.

This proposal is for the JPA to contract with CSI/Bill McGuire & Associates for consulting support. The contract will provide for the services of Francie Heim and Bill McGuire to support the JPA.

Recommendation:

Motion

#### Closing Items

12. Personnel Items

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

Website Update Subcommittee report

F3 will provide an update on research to date.

14. Presentation of written communications

15. Scheduling of next meeting Thursday, March 28 at 2:00 at Irvine USD

16. Adjournment.

# Education Technology Joint Powers Authority

Board Meeting 2/28/2019 2:00pm

- 1.....Agenda
- 2.....2/7/19 Minutes
- 3..... Logo Options
- 4..... Purchasing  
Workflow Options
- 5..... Budget Discussion
- 6..... Administrative  
Unit and Fee Proposal
- 7.....Agreement for  
Legal Services
- 8..... California School  
Inspections/Bill McGuire  
& Associates Proposal  
for Services

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

February 7, 2019 2:00 P.M.

Administration Center

5050 Barranca Parkway

Irvine, CA 92604

#### 1. CALL TO ORDER

Minutes:

The meeting was called to order at 2:03PM.

#### 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

Meg Keaney with F3

Michelle Bennett with IUSD

Mark Williams with F3

Francie Heim individual consultant

John Morgan with Capistrano USD

Present by Telephone:

Jeremy Davis with Fullerton USD

Michael Johnston with Clovis Unified

Susan Rutledge with Clovis Unified

#### 4. APPROVAL OF AGENDA

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

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan

Yes Brianne Ford

**5. ACCEPT CLOVIS UNIFIED SCHOOL DISTRICT AS A FOUNDING MEMBER OF ED TECH JPA**

**Motion Passed:** Accept Clovis USD as a Founding Member of Ed Tech JPA

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan

Yes Brianne Ford

**6. APPROVAL OF CURRENT MASTER LIST OF FOUNDING MEMBERS DESIGNEE AND ALTERNATE**

**Motion Passed:** Approve the current master list as presented in the Board Agenda with Stephanie Alvera as the alternate for Capistrano USD.

**Irvine Unified:** Brianne Ford primary and Michelle Bennett alternate

**Capistrano Unified:** John Morgan primary and Stephanie Alvera alternate

**Clovis Unified:** Michael Johnston primary and Susan Rutledge alternate

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan

Yes Brianne Ford

Yes Michael Johnston

**7. ELECTION OF JOHN MORGAN AS VICE PRESIDENT**

**Motion Passed:** Appoint John Morgan as Vice President.

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan

Yes Brianne Ford

Yes Michael Johnston

**7. ELECTION OF MICHAEL JOHNSTON AS TREASURER**

**Motion Passed:** Appoint Michael Johnston as Treasurer.

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan

Yes Brianne Ford

Yes Michael Johnston

**8. APPROVAL OF MINUTES**

**Motion Passed:** Approve the Minutes from the January 23, 2019 Board Meeting.

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan  
Yes Brianne Ford  
Yes Michael Johnston

## **9. ACCEPTANCE OF TREASURER REPORT**

Minutes:

There is no Treasurer report to accept.

## **10. ACCEPTANCE OF CONSENT AGENDA**

Minutes:

There is no consent agenda to approve.

## **11. OLD BUSINESS**

Minutes:

**11.a.** Review of JPA Bylaws - additional input/discussion.

From the last meeting, we discussed establishing an executive committee structure for decision making in specified situations. Also for consideration in the bylaws, is a revision that makes the Founding Member performing the administrative unit function the Treasurer.

**11.b.** Review of Insurance options.

**11.c.** Review of the description of administrative unit functions. A document was shared with the Board that outlines the anticipated functions of the administration unit.

**11.d.** Review and discussion of fee structure (4% at the last meeting for first RFPs)

**11.e.** Review and input into criteria for additional Founding Members as well as the process for how new members will be added. A document was shared with the Board as a starting point to the discussion.

**11.f.** JPA logo options.

**11.g.** Vendor outreach and education process.

**11.h.** Associate member outreach.

## 12. NEW BUSINESS

### 12.a. APPROVAL OF F3 PROFESSIONAL SERVICES AGREEMENT

**Motion to Table:** Approve the F3 Professional Services Agreement.

Motion Tabled with a motion by Brianne Ford and a second by John Morgan with the understanding that the Treasurer will work with F3. This item will be brought back to a future meeting for discussion and approval.

Yes John Morgan  
Yes Brianne Ford  
Yes Michael Johnston

### 12.b. APPROVAL OF CSI CONSULTING PROFESSIONAL SERVICES AGREEMENT

**Motion to Table:** Approve the CSI Consulting Professional Services Agreement.

Motion Tabled with a motion by Brianne Ford and a second by John Morgan with the understanding that this will be part of the overall budget discussion in the next meeting.

Yes John Morgan  
Yes Brianne Ford  
Yes Michael Johnston

### 12.c. ESTABLISH A SUBCOMMITTEE OF THE BOARD TO REVIEW THE WEBSITE AND BACK OFFICE PROVIDER OPTIONS

**Motion Passed:** Appoint John Morgan and Jeremy Davis to make up the subcommittee.

Passed with a motion by Brianne Ford and a second by Michael Johnston.

Yes John Morgan  
Yes Brianne Ford  
Yes Michael Johnston

## 13. APPROVAL OF RFPS

**Motion Passed:** Approve the Electronic Document Routing System RFP presented.

Passed with a motion by Brianne Ford and a second by John Morgan.

Yes John Morgan  
Yes Brianne Ford  
Yes Michael Johnston

## 14. SCHEDULING OF NEXT MEETING

The next meeting shall be held on February 28, 2019 at 2:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

Original.



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TECHNOLOGY**  
JOINT POWERS AUTHORITY



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Brianne Ford  
John Morgan  
Michael Johnston  
February 27, 2019  
Page 3

This model does not require an ecommerce platform to be included in the website design, but does require features not included in the Resource Model. We confirmed that the web design fee for this model will be more expensive than the cost for the Resource Model, but have not received a quote from the designer yet.

### **C. Checkout Model**

*Process.* When a master agreement is executed with a vendor, the new product(s) will be added to a webstore embedded into the JPA website. AM's will login to access the webstore to browse and purchase products. Once a vendor has been selected, the AM will initiate an order through the JPA webstore. The AM will work directly with the vendor to determine the suitability of the product, and notify the JPA that it would like to confirm/cancel an order. For confirmed orders, the fulfillment will be authorized by a JPA staff member, and an email will be generated to the AM with instructions for order fulfillment (delivery of the product is coordinated between the AM and the vendor). The order fulfillment instructions can be customized for each product depending on vendor preferences and requirements. Payment will occur after installation of the product, and will be processed by a third party who will split the payment between the vendor and the JPA.

*Discussion.* The JPA will be directly involved in the transaction. This model requires an ecommerce platform to be included in the website design. We have identified a company, FastSpring, with a platform that is designed to support the entire transaction, from initial browsing through fulfillment, and further provides assistance with some of the administrative functions required by this model. Overall, this approach may result in a more fulfilling customer experience and develop loyal customers that return to the site for their software purchases. It will likely result in higher conversion of orders and will guarantee that the administrative fee is sent directly to the JPA for every transaction.

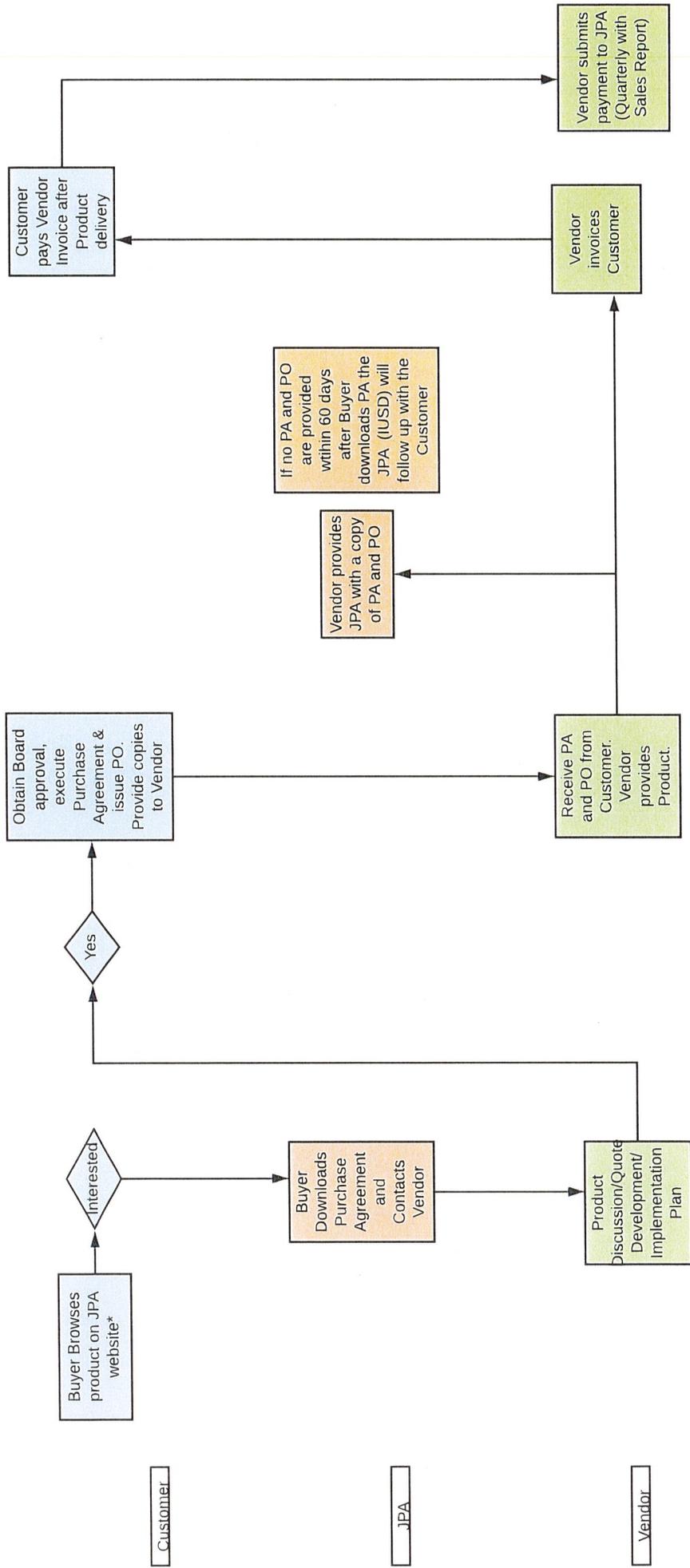
FastSpring has developed a workflow specifically for the JPA that automates several aspects of the order and fulfillment process. There are, however, two areas where the JPA will need to monitor the transaction: (1) creating new products on the website, including coordinating with vendors to determine fulfillment instructions, and (2) releasing the order to be fulfilled by the vendor once the AM has confirmed the order. Each task would be performed by a staff member designated by the JPA.

FastSpring's platform supports the use of purchase orders and payment can be delayed until after installation, which is familiar to school districts. A concern, however, with this model is that FastSpring's platform does not allow for payment directly to the vendor, which is a departure from traditional purchases made by school districts. We confirmed that the web design fee for this model will be more expensive than the cost for the Resource Model (and of a similar magnitude to the Bridging Model), but have not received a quote from the designer yet. Notably, FastSpring's engineers will work with the web designer to integrate the ecommerce platform to build the website and has a WordPress plugin. FastSpring's compensation is based on a per transaction fee, allowing the JPA to defer some expense for now. While this memo focuses on the details of a transaction,

## EdTech JPA Purchasing Workflow Options Review

Option	Advantages	Concerns and Questions
<p><b>Business Process Outsourcing (BPO)</b> Associate Members would purchase through an eCommerce platform supported by a third-party business process outsourcing company. All payments would be made through the BPO. The BPO would split the payment, sending the admin fee direct to the JPA and the software license and implementation costs to the vendor.</p>	<ul style="list-style-type: none"> <li>• Central purchasing for all JPA agreements.</li> <li>• Reduced wait time for JPA collections of administrative fees.</li> <li>• E-commerce/professionalized feel of shopping experience.</li> <li>• Reduces risk of vendors not reporting all JPA-related sales.</li> <li>• Mitigates some issues related to not having dedicated JPA staffing. May improve ability to send immediate responses related to JPA inquiries.</li> <li>• Members would be able to view all JPA purchase history online.</li> <li>• Reduces burden on Admin Unit in creating revenue reports and forecasts.</li> <li>• Reduces complexity needed in core EdTech JPA website.</li> <li>• Able to scale if the JPA grows quickly.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional cost and contractual commitment to the JPA.</li> <li>• Introduces additional middleman without expertise in the products into the sales process.</li> <li>• Potential discomfort from Member business office personnel in using BPO/reseller.</li> <li>• Potential discomfort from vendors in not completing direct sales consistent with their accounting practices.</li> <li>• Perceived JPA liability and product warranty (responsibility for implementation).</li> <li>• Complications related to the RFP Award not matching the payment vendor.</li> <li>• Mirroring complexity of vendor pricing structures for each license/product.</li> <li>• JPA responsible for collections of overdue invoices from LEAs.</li> <li>• Reputation risk - BPO performance will reflect on JPA.</li> </ul>

<p><b>Direct to Vendor</b> Associate Members would obtain a list of eligible products and vendor contact information from the JPA website. Members would obtain LEA-specific quotes direct from the Vendor and issue a PO to the vendor. Vendors would be required to provide a report of all JPA-related sales to the Administrative Unit with a check for the Admin Fee quarterly. IUSD staff would follow up with interested Members on leads to inquire about participation in the agreements.</p>	<ul style="list-style-type: none"> <li>• Traditional purchasing structure that vendors and Members are known to be comfortable with (NASPO, CMAS).</li> <li>• Reduced contractual commitment and financial obligations early in JPA formation.</li> <li>• No implied responsibility for product quality.</li> <li>• Does not call attention to the JPA's collection of a Admin fee.</li> <li>• Shifts some of administrative burden to vendors instead of JPA.</li> <li>• Vendors are completely responsible for the accuracy of the quotes and selected products.</li> <li>• Member POs reflect the product in use and company responsible.</li> <li>• Alignment between Member PO and vendor named in RFP award.</li> <li>• JPA in greater control of organization service and reputation.</li> </ul>	<ul style="list-style-type: none"> <li>• Higher risk that vendors will under report sales from the JPA or steer customers to purchasing vehicles with lower administrative fees or direct purchase.</li> <li>• Longer wait time for administrative fee payments (up to three months after purchase).</li> <li>• Reliant on founding member agency personnel to consolidate individual sales reports for budget purposes (Clovis) and follow up on potential sales leads (IUSD).</li> <li>• Harder to forecast revenue.</li> <li>• Slower to scale up if the JPA starts growing quickly. Founding member agency staff could be overtaxed.</li> </ul>
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\*JPA Website: List of products (RFPs) and vendors may be public. Accessing purchase agreement and template documents would require website login issued to Associate Members.



ORDER WORKFLOW:

JPA Normal Flow

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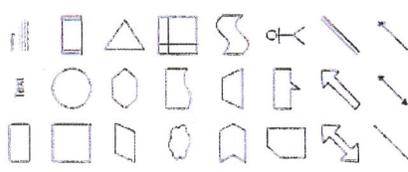
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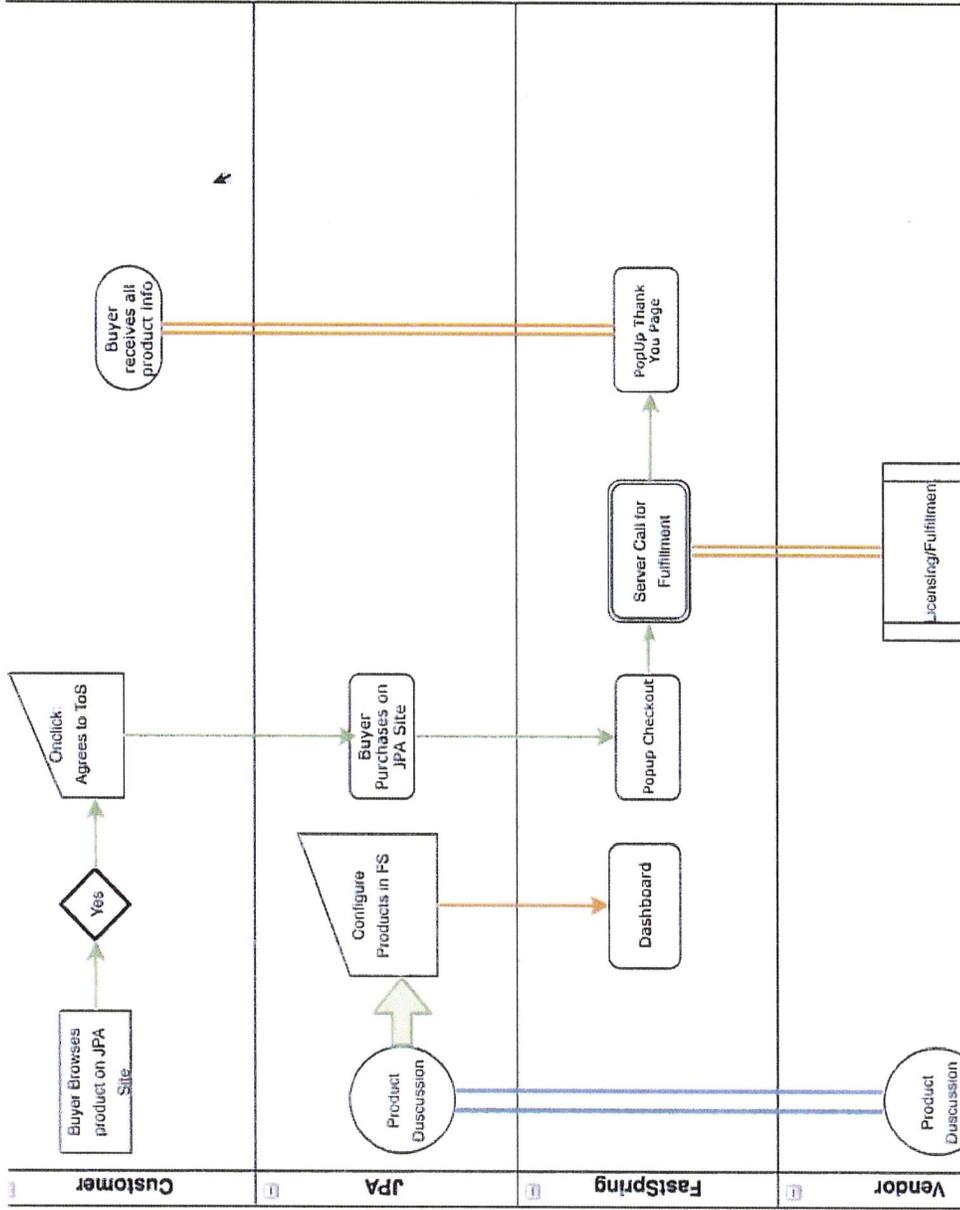
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Budget Discussion

All of the assumptions below are guesses but used to illustrate the range of income and administrative fee options and serve as a starting point for discussion. Year 2 Possible Scenarios presented as three levels of revenue with \$2.5M requiring deferral of the admin unit fee.

Assumes 6% fee on purchases and 3% paid to Business Service Provider (estimate).

Assumes general overhead of the JPA, not including legal, is in the range of 2% (see line 19 through 31).

Legal fees are estimates only for illustration purposes.

Line 31 balance is the amount "left" for a discussion about reimbursement to other agencies for contributions, e.g. RFP process management.

		Year 2 Possible Scenarios				
		Year 1	Year 2	Year 2	Year 3	Year 5
		2018-19	2019-20	2019-20	2020-21	2022-23
3	Ed Tech JPA Sales - needed to manage expenses	100,000	2,500,000	5,000,000	10,000,000	25,000,000
4	Administrative Fee Revenue %	0.04	0.06	0.06	0.06	0.06
5	Income:					
6	Founding Members (4) & (3)	40,000	30,000	30,000	600,000	1,500,000
7	Administrative fee Revenue	4,000	150,000	300,000	600,000	1,500,000
8	Income:	44,000	180,000	330,000	600,000	1,500,000
9						
10	Expenditures					
11	Business Service Provider - guess of %	0.03	75,000	150,000	300,000	750,000
12	Operational Overhead (detail below)	41,863	64,225	139,225	200,000	500,000
13	Legal F3 (est on sales but actual based on billable hours/costs)	0.005	12,500	25,000	50,000	125,000
14	Legal start up cost to be paid back (estimate \$200K over 4 years)	41,863	151,725	314,225	600,000	1,425,000
16	Total					
17		2,138	28,275	15,775	(26,163)	75,000
18	Income less Expenditures					
19	% for Operational Overhead		2.0%	2.0%	2.0%	2.0%
20	Potential Allocation	41,863	50,000	100,000	200,000	500,000
21	Administrative Unit - \$50k base plus % Sales*	0.005	62,500	75,000	100,000	175,000
22	Admin Unit deferral		(62,500)			
23	Leadership support (Bill McGuire/Associates)	19,500	39,000	39,000	39,000	5,000
24	Website	16,000	5,000	5,000	10,000	10,000
25	Marketing/Advertising				5,000	10,000
26	Travel Cost Consultant, Legal, Board	3,750	15,000	15,000	15,000	15,000
27	Insurance	2,613	5,225	5,225	5,330	5,436
28	Auditor (VTD Estimate)				23,333	23,333
29	Reimb founding members				106,231	256,122
30	Balance - Other costs - RFP duties reimbursement, other staffing			20,775		
31	Total Operating budget (not including legal fees)		64,225	139,225	226,163	500,000
32	Beginning balance	0	2,138	2,138	30,413	29,250
33	Ending Balance	2,138	30,413	17,913	4,250	104,250

Ed TECH JPA Agenda Item  
Discussion of Administrative Unit and Fee Proposal  
2.28.2019

Overview

Clovis Unified has tentatively agreed to serve as the administrative unit with the understanding that several items need to be resolved in the coming months:

- Clovis Unified board will need to approve the establishment of a JPA fund; then it will be set up with the Fresno County Office of Education and Fresno County Treasurer
- Clovis Unified will file required documents with CDE that are required for separate JPA state reporting
- JPA 2018-19 Budget developed and approved
- JPA approval process developed for contracts and expenditure approval
- JPA approval process for invoice of Founding Member contributions
- JPA bylaws should be amended to reflect that the Founding member designee of the LEA serving as the Administrative Unit, shall serve in the role of Treasurer
- The workload issues associated with the administrative unit, are highly dependent on the selection and activities of the Business Process Outsourcing (BPO). Clovis wishes to be involved in the selection process and workload design of the BPO.
- Clovis Unified will receive a fee for providing administrative services.

ED Tech JPA Administrative Unit Duties

DRAFT for Discussion

This is a beginning document to identify activities of the JPA that would be performed by the Administrative Unit.

One founding member needs to serve as the Administrative Unit (AU) for the JPA. The intent of having an administrative unit is to house all financial transactions and related activities under one founding member. The administrative unit will receive a fee for services. The fee structure will be established by the JPA board with input from the founding member serving as the Administrative Unit.

DRAFT Listing of Duties:

- Establish a JPA fund with the County Treasurer
- Develop an annual JPA budget for the JPA board to approve and provide periodic budget updates to the JPA Board
- Receive Income from the JPA
- Process Expenditures for the JPA
- Act as the Treasurer for the JPA
- Provide updates to the JPA board of Year to Date transactions as deemed appropriate

- Prepare end of year financial statements and present to the JPA board
- AU will work with an independent auditor, selected by the JPA board, to prepare an annual audit for approval by the JPA board.
- Prepare and submit any required financial documents to CDE, State of California, Federal Government
- Develop best practices of internal control to ensure that all JPA transactions (income and expenditures) are processed similarly to a school district. This would mean the development of appropriate authorizations, purchase orders, contracts, accounts receivable invoicing, etc. to ensure the integrity of the financial transactions.
- Develop best practices of reporting to the JPA board to ensure fiscal transparency.
- At such time as the JPA board has employees, the JPA may elect to contract with districts who serve as the employer of record, or the JPA may elect to be their own employer. The administrative unit would perform related HR and Payroll functions, including STRS and PERS reporting that would be required.
- Perform duties required to interface with the BPO as needed (see below).

### Interface with BPO Activities

Based on an initial review of FastSprings BPO demo, the process works as follows:

- JPA establishes products and pricing
- JPA maintains associate member listing, so that associate members are approved to purchase.
- JPA provides a methodology for potential associate members to sign up and become approved.
- JPA maintains associate member listing up to date.
- Associate members make a purchase with a purchase order (or credit card).
- JPA authorizes the release of the product upon receipt of purchase order.
- FastSprings receives money from the purchase order and distributes to the vendor and to the JPA based on agreed upon percentages.
- FastSprings manages the collection of funds, and JPA may need to provide support if associate members are delayed in payment.
- FastSprings provides a variety of reports on purchases, PO/collections, distribution of funds.

### Duties Needing to be performed by the Administrative Unit and/or other JPA members:

- Serve as lead agency with BPO in the design of interface to ensure seamless transactions
- Maintain associate member listing up to date – purchases on the website will require an interface with the master associate member listing
- Maintain the RFP offerings and pricing on the BPO
- Designate a staff person to support questions associated with the BPO from either the BPO, Vendors, or Associate Members
- Work with BPO to assist in tracking late paying clients
- Reconcile on a monthly basis, purchases made through the BPO with funds received by the JPA.
- Work with the BPO as necessary to support delayed payments from associate members.

## Administrative Unit Fee Proposal

2018-19	waive fee
2019-20	\$50,000 plus ½% of sales
2020-21	\$50,000 plus ½% of sales

The administrative unit will need to have staff assigned to be the liaison with the BPO, and there will be considerable start-up work required to build a seamless transition with the JPA website and the BPO. \$50K will allow the administrative unit to allocate dedicated staff time to this endeavor.

The BPO will perform a significant number of functions associated with managing software sales. As the JPA is working with potential BPOs, we do not yet have a firm percentage of sales income that will be paid to the BPO.

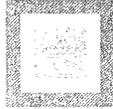
The Administrative Unit will be impacted by the volume of sales as well, and it is reasonable to expect some formula based on sales.

### Recommendation:

We would recommend accepting the Administrative Unit proposal of \$50K per year plus ½% of sales for 2019-20 and 2020-21, with the fee waived in 2018-19.

In 2019-20, if sales are not enough to meet budget expectations, Clovis Unified agrees to defer the 2019-20 payment to 2020-21 with the understanding that their payment will be a priority before any other repayments, e.g., legal fee deferred payments, refunding of founding member contribution.

In the 2020-21 year (or before), the administrative unit agreement will be reviewed by the JPA to determine if the fee level is appropriate compared to the job duty requirements of the administrative unit. The discussion will include future administrative needs and operational needs of the JPA, specifically Executive Director leadership support and other staffing necessary to ensure the JPA is providing the level of support to the Founding Members and the Associate Membership that ensures the ongoing success of the JPA.



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Education Technology Joint Powers Authority ("Tech JPA") ("Client") and the law firm of Fagen Friedman & Fulfroft LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective January 22, 2019 through June 30, 2019:

**1. CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

**2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

**3. CLIENT'S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

**4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.

**5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.

**6. LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

**7. COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. *Attorney shall consult and obtain Client approval before hiring consultants or investigators.* Client agrees to pay such fees and charges.

## **8. BILLING STATEMENTS.**

**(a) Ongoing Fees:** Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Attorney shall be paid for its ongoing legal fees from the gross sales of digital products by the Client, to the extent the level of gross sales permits said payments. Unpaid amounts shall roll over into the next payment period.

**(b) Reimbursements:** On or about July 1, 2019, Attorney will submit a reimbursement statement for legal services rendered through June 30, 2019, and such services shall be paid according to this section. Payments shall be made in equal monthly installments, commencing June 30, 2020, with full satisfaction of the reimbursement statement by June 30, 2025.

**9. DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that

would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and *shall be* payable within *thirty (30) days of the conclusion of Attorney services*. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

**10. DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

**13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**14. MEDIATION CLAUSE.** If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

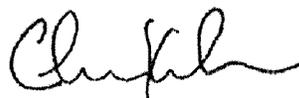
**15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Education Technology Joint Powers  
Authority ("Tech JPA")

Fagen Friedman & Fulfrost LLP

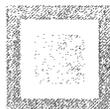


\_\_\_\_\_  
Brienne Ford, Chief Technology Officer

Chris Keeler, Managing Partner

DATE: \_\_\_\_\_

DATE: February 28, 2019



PROFESSIONAL RATE SCHEDULE

**Education Technology Joint Powers Authority ("Tech JPA")  
January 22, 2019 through June 30, 2019**

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$230 - \$260 per hour
Partner	\$290 - \$325 per hour
Of-Counsel	\$325 per hour
Paralegal/Law Clerk	\$150 - \$210 per hour
Paralegal/Law Clerk ( <i>Bar Admitted Outside CA</i> )	\$230 per hour
Education Consultant	\$240 per hour
Communication Services Consultant	\$260 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. No costs for alcohol shall be charged to Client.

California School Inspections (CSI)/Bill McGuire & Associates  
Proposal for Services  
ED Tech JPA

### Scope of Services

The Ed Tech JPA is in the formative stages and it is critical that a strong foundation be established to ensure future success. The success of the JPA will be dependent upon competitive pricing, excellent customer service, and strong working relationships. As founding members are added to the JPA board, it will be important to build a common vision for the present and the future. Until such time as the Ed Tech JPA has reached size and scope where an executive director position can be established, the JPA is in need of leadership support.

The firm of CSI/Bill McGuire & Associates (Consultant) proposes the following scope of services for the Ed Tech JPA (JPA):

#### JPA Formation Leadership

- Support in building agendas for JPA meetings and assist in running the meetings
- Support in establishing best practices for JPA operations
- Support in defining the role of the administrative unit (AU) role and working with the AU to develop best practices around financial reporting
- Support in determining annual budget that includes the founding member contributions and reimbursement over time.

#### JPA Strategic Planning

As the JPA founding members come together, it will be critical to establish a common vision and strategy moving forward. Consultants will assist the JPA board in developing a common vision and strategy for Year 1 and Year 2.

#### JPA Software Bids

The JPA needs to establish process and priority for RFPs issued to the field. The Consultants will assist the JPA board in establishing those priorities.

#### JPA Website / Third Party Provider

The JPA is moving forward in establish a website presence. Consultants will provide input to this process. The JPA is moving forward to work with a vendor who will distribute software, receive funds, and process the JPA administrative fee back to the JPA.

#### JPA Founding and Associate Members

Founding and Associate membership is essential to the success of the JPA. Consultants will assist the JPA board in establishing a process by which Founding and Associate Members will be added to the JPA. An outreach program is critical to ensure success. Consultants will assist in that outreach as agreed upon by the JPA board.

## JPA Partnerships

Consultants will assist the JPA board in establishing critical education partnerships such as CASBO, CCSESA, BASC, ACSA, and other such organizations.

## Team

Bill McGuire

Francie Heim

Resumes provided as an attachment to this proposal

## Hourly/Daily Rates

The following is the hourly and daily rate for consultants:

Bill McGuire \$187.50 hourly rate, \$1,500 daily rate

Francie Heim \$150 hourly rate, \$1,200 daily rate

Attendance at meetings where combined travel time and meeting time, equal or exceed 8 hours will be billed as an 8 hour day. Consultants will be reimbursed for reasonable travel expenses, including mileage, airfare, parking, meals, hotels, and other related costs.

## Estimated Contract for 2018-19 and 2019-20

For the 2018-19 year, the estimated time for Consultants would be 15 days, for an estimated \$19,5000.

For the 2019-20 year, the estimated time for Consultants would be 30 days for an estimated \$39,000.

This is an estimate only and will vary based on the needs of the JPA.

	2018-19 Estimated Days	Rate	Estimated Contract
Bill McGuire	5	\$ 1,500.00	7,500
Francie Heim	10	\$ 1,200.00	12,000
Total	15		19,500

	2019-20 Estimated Days	Rate	Estimated Contract
Bill McGuire	10	\$ 1,500.00	15,000
Francie Heim	20	\$ 1,200.00	24,000
Total	30		39,000

Estimated contract for 2018-19 and 2019-20 58,500

### Payment Schedule

Consultants will invoice the JPA monthly and provide reasonable documentation for hours and expense reimbursements.

*Francie Heim*

RESUME OF QUALIFICATIONS

PO Box 331  
Shingle Springs, CA 95682  
francieheim@gmail.com

Residence: (530) 672-1692  
Business: (530) 313-8516

PROFESSIONAL  
EXPERIENCE

**Consultant with Bill McGuire and Associates** as a member of the Fiscal Expert Team for Santa Clara COE/Alum Rock School District and Los Angeles COE/LA Unified School District.

**Consultant with El Dorado County Office of Education**, specifically in support of the statewide Charter Special Education Local Plan Area.

**Core Instructor:** CBO Mentor Program (CBO training program). A joint partnership with Fiscal Crisis Management Assistance Team (FCMAT), CA Association of School Business Officials (CASBO), CA County Superintendents Educational Services Association (CCSESA), and School Services of CA (SSC).

**Special Education Consultant:** Provide analysis and workshops for school districts and charter schools in the area of Special Education.

**Business Office Consultant:** Provide business expertise to school districts, county offices, and charter schools.

**Charter School Oversight:** Under contract with Sacramento County Office of Education, provide charter school oversight to Fortune Charter School.

LAST  
POSITION

DEPUTY SUPERINTENDENT  
ADMINISTRATIVE SERVICES

El Dorado County Office of Education  
January 1, 1995 - December 2008

Responsible for the provision of administrative support and leadership to the El Dorado County Office of Education administrative services departments, charter schools, and 16 school districts in areas relating to school finance, accounting and auditing, budget development and review, financial accounting and reporting, purchasing, collective bargaining, charter schools, special education funding, facilities and operations and technology information services.

**Francie Heim      Page 2**  
**Resume of Qualifications**

County Office General Fund Budget = \$50 million

**Amador County Unified School District/Amador County Office of Education**

Position:      ASSISTANT SUPERINTENDENT  
                    Business Services and Operations  
                    May 1987 - January 1995

Responsible for all phases of district and county office support operations including business operations, technology, warehouse, maintenance and facilities, transportation, certificated and classified negotiations, risk management, food service.

**El Dorado County Office of Education**

Position:      DIRECTOR OF BUSINESS SERVICES  
                    November 1981 to May 1987

**EDUCATION**

California State University  
Sacramento, California

Degree:      Bachelor of Science  
Field:        Business Administration  
                    Concentration: Accounting

Passed CPA exam, not currently practicing/licensed  
Chief Business Official Certification (CASBO)

**OTHER ACTIVITIES AND MEMBERSHIP**

CA Association of School Business Officials  
El Dorado County Boys & Girls Club, Emeritus Board Member  
El Dorado Community Foundation Women's Fund, Treasurer

# WILLIAM (BILL) C. MCGUIRE

5355 Brentford Way, El Dorado Hills, CA 95762 – 559-217-3901 – billmcguire99@gmail.com

## EDUCATION

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### PEPPERDINE UNIVERSITY

*Master's Degree - Concentration in School Business Administration*

### CENTRAL WASHINGTON UNIVERSITY

*Double Major: B.S. in Economics, Specialization in Operations Analysis  
B.S. in Accounting, Minor in Data Processing*

### ADDITIONAL PROFESSIONAL DEVELOPMENT

*Certified Chief Business Official (CASBO)  
ACSA Personnel Academy & Business Managers Academy*

## EXPERIENCE

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### TWIN RIVERS UNIFIED SCHOOL DISTRICT

2014 TO PRESENT

*Deputy Superintendent*

Direct and complete all administrative affairs on behalf of the Superintendent. Member of the district leadership team with the responsibility to manage district operations in a manner leading to maximum resources devoted to instructional services resulting in increased achievement for all students.

Oversee Administrative Services, including collective bargaining, technology integration, fiscal/business services, purchasing, transportation, risk management, employee insurance programs, child nutrition/food services, facility planning, maintenance, and new construction.

### ST HELENA UNIFIED SCHOOL DISTRICT

2010 TO 2014

*Superintendent/Acting Superintendent/Chief Business Official*

Direct and complete all administrative affairs of the district including board agenda development, the leadership of the instructional team, and community outreach. Oversee administrative and instructional staffing, human resources, collective bargaining, technology integration, business services, purchasing, transportation, risk management, child nutrition/food services, facility planning, maintenance, and new construction.

Provided leadership to move the district from qualified budget status to a positive certification with adequate reserves and an upgrade to AAA Bond Rating. Built budget systems and reporting tools that provide greater transparency, and as a result, increased community support.

Transformed the District's facilities program, including passage of a two General Obligation Bonds in November 2010 and 2012. Directly supervised all phases of facilities: planning, bidding, construction, and occupancy.

Implemented a successful 1:1 Chromebooks/Technology program, in six months, for grade three to nine.

### SCHOOL INNOVATIONS & ADVOCACY AND ENERGY EDUCATION

2008 TO 2010

*Vice President – Professional and Fiscal Services, Regional Vice President, Marketing*

Conducted efficiency and effectiveness studies in all areas of school district operations. Provided political advocacy, with a focus on State of California budget analysis and statewide presentations and oversight of product development tools, targeted to increase school district revenues and achieve greater operational efficiencies, including a unique “people based” energy reduction program.

## CLOVIS UNIFIED SCHOOL DISTRICT

1996 TO 2008

*Associate Superintendent of Administrative Services: 2002 to 2008*

*Associate Superintendent of Business Services: 1996 to 2002*

*Chief Executive Officer: Central Valley Support Services JPA*

Member of the district leadership team with the responsibility to manage district finances in a manner leading to maximum resources devoted to educational services.

Responsible for administrative services, including fiscal services, budgeting, food services, purchasing, transportation, risk management, technology, and facilities construction and planning. Coordinated the development and administration of the annual district budget. Managed self-funded district and employee insurance programs.

## MERCED CITY SCHOOL DISTRICT

1991-1996

*Assistant Superintendent, Administrative Services*

Responsible for administrative services, including all business office functions, food services, maintenance & operations, facilities, negotiations, risk management, transportation, and personnel.

## CALAVERAS UNIFIED SCHOOL DISTRICT

1990-1991

*Assistant Superintendent, Business Services*

Responsible for all business and support services, including direct supervision of the business, personnel, and transportation departments.

## CALAVERAS COUNTY OFFICE OF EDUCATION

1986-1990

*Assistant Superintendent/Director, Business Services*

Responsible for all internal and external business functions of the County Office of Education, including support to districts in the county. Responsible for the fiscal operations of the SELPA, a special education consortium which encompassed three counties and seventeen school districts.

## DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

1983-1986

*Chief Accountant*

Supervised and completed business office and budget functions. Coordinated all technology.

## PROFESSIONAL ASSOCIATION INVOLVEMENT

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Fiscal Expert – Los Angeles Unified School District, Alum Rock Union School District  
Lead Facilitator/Instructor for the FCMAT (Fiscal Crisis Management Assistance Team CBO Mentor program,  
USC School Business Certificate Presenter  
National University Instructor Education Finance  
CSU Fresno Instructor Education Finance  
Presenter and Developer of Budget Basics & Adv. Budgeting Workshops for CASBO  
CASBO President, CASBO Central Section President  
CASBO Committee Chairs: Conference Committee, Professional Development Committee, CASBO Facilities Conference  
School Energy Coalition (SEC) Founding Member  
ASBO Leadership Taskforce  
EMCN (Education Mandated Cost Network) Chair and CASBO Liaison  
Vice President of CIMS-USA  
ASBO Pinnacle Award Winner

## REFERENCES

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Steve Martinez	Superintendent, Twin Rivers Unified School District
Terry Bradley	Retired Superintendent, Clovis Unified School District
Jeff Conwell	St. Helena Board of Trustees
Joel Montero	Retired Chief Executive Officer, FCMAT
Kevin Gordon	President of Capital Advisors Group