

AGENDA
REGULAR MEETING GOVERNING BOARD
2:30 P.M. January 23, 2020

Ed Tech JPA will hold a Board meeting on January 23, 2020, at 2:30PM at 5050 Barranca Parkway, Irvine, CA 92604, 1450 Herndon Avenue, Clovis, CA 93611, 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 Kevin Monsma

Agenda

1. Determination of a quorum and call to order - roll call.
2. Approve the Minutes of the previous regular meeting.
3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda
5. Board Member Reports
6. Treasurer Report

Michael Johnston will provide an update to the board.

7. Standing Reports

- 7.a. Membership
- 7.b. Communications
- 7.c. Procurement

8. Consent Agenda

8.a. Ratify Approval of New Associate Members

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

- Mountain View School District
- San Diego Unified School District
- San Jacinto Unified School District
- Victor Valley Union High School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

Motion:

Unfinished and Old Business

9. Fagen Friedman & Fulfroost LLP (F3) Professional Services Agreement

Background information: This item has previously been tabled due to the difficulty of approving a contract prior to having a budget established and pending requested verbiage changes.

Recommendation: Approve the Fagen, Friedman & Fulfroost, LLC Professional Services Agreement as attached.

Motion:

New Business (Action Items)

10. Change Alternate for Ed Dorado County Office of Education

Background Information: El Dorado County Office of Education was approved as a founding member of Ed Tech JPA on October 30, 2019 with Ed Manansala as the primary and Kevin Monsma as the alternate. Ed Dorado County Office of Education wishes to remove Kevin Monsma as the alternate and establish David Seabury as the alternate.

Recommendation: Remove Kevin Monsma as the alternate designee and accept David Seabury as the alternate designee for El Dorado County Office of Education.

Motion:

11. 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 attached.

Motion:

12. Discuss/Amend Administrative Fee and Minimum Price Guarantee related to upcoming contract negotiations.

Background Information: At the December 5, 2019 board meeting Brianne Ford and Michael Johnston were authorized to develop a revised Administrative Fee and establish criteria for the Minimum Price Guarantee.

Recommendation: Approve the revised Administrative Fee and Minimum Price Guarantee as presented.

13. Approve Vendor Name Change Due to Acquisition

Background Information: Ed Tech JPA awarded RFP No. 19/20-02 Assessment Platform to SchoolSpire, Inc. at the December 5, 2019 board meeting. On December 10, 2019 SchoolSpire, Inc. was acquired by Mentoring Minds, L.P..

Recommendation: Approve amending the award and all resulting contracts from SchoolSpire, Inc. to Mentoring Minds, L.P..

Motion:

14. Approve Award of RFP No. 19/20-03 Educational Intelligence and Analytics Solution.

14.a. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. Schoolzilla PBC submitted a Proposal that meets the minimum qualifications. On October 29, 2019 Schoolzilla PBC was acquired by Renaissance Learning Inc..

Recommendation: Approve Resolution No. 19-20-13 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Renaissance Learning Inc., and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.b. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. Certica Solutions, Inc. submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve Resolution No. 19-20-14 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Certica Solutions, Inc., and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.c. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. DecisionEd Group, Inc submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve Resolution No. 19-20-15 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to DecisionEd Group, Inc, and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.d. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. Hoonuit I, LLC submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve Resolution No. 19-20-16 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Hoonuit I, LLC , and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.e. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. Innive Inc submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve Resolution No. 19-20-17 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Innive Inc , and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.f. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. Scantron Corporation submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve Resolution No. 19-20-18 awarding RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Scantron Corporation, and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

14.g. Background information:

RFP No. 19/20-03 Educational Intelligence and Analytics Solution was conducted pursuant to Board approval at the March 28, 2019 Board meeting. SchoolSpire, Inc. submitted a Proposal that meets the minimum qualifications. On December 10, 2019 SchoolSpire, Inc. was acquired by Mentoring Minds, L.P..

Recommendation: Approve Resolution No. 19-20-19 awarding RFP No. 19/20-03 Educational Intelligence and Analytics to Mentoring Minds, L.P., and other qualifying vendors, as approved by the board, with the administrative fee as approved in agenda item number 12.

Motion:

New Business (Non Action Items)

15. Plan formatting and process for the Annual Evaluation and Plan to Identify Programs and Services. The Bylaws require an annual evaluation report of the effectiveness of programs and services, and annual plan which describes objectives and procedures to be implemented in assisting with the resolution of the needs of the JPA's membership (Per Bylaws Section V.F.1.) and which identifies the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. (Per Bylaws Section V.F.14.).
16. Discuss policy for non-responsive awarded vendors.

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 special meeting Monday, February 3, 2020 at 3:30pm at Irvine USD, and the next regular meeting Thursday, February 27, 2020 at 1:00pm at Irvine USD
21. Adjournment.



Board Meeting List of Attachments January 23, 2020 2:30pm

Item No.	Page No.	Description
1	7	December 5, 2019 Board Meeting Minutes
2	13	Contracts Status List
3	18	Fagen Friedman & Fulfroost Professional Services Agreement
4	30	Operations and Procurement Unit Fee Proposal
5	33	Administrative Fee Proposal and Hypothetical
6	36	Vendor Name Change Supporting Documents
7	39	RFP 19/20-03 Educational Intelligence and Analytics Solution Scoring Sheet
8	40	Resolutions awarding RFP 19/20-03 Educational Intelligence and Analytics Solution Scoring Sheet

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

December 5, 2019 2:00 P.M.

Procurement Center

5050 Barranca Parkway

Irvine, CA 92604

1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 2:06 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

Michael Johnston with Clovis USD

Present by Telephone:

Mike McAdam with Fullerton SD

Kevin Monsma with El Dorado County Office of Education

4. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the October 30, 2019 Regular Board Meeting.

Passed with a motion by Michael Johnston and a second by Mike McAdam.

Yes Brianne Ford

Yes Michael Johnston

Yes Mike McAdam

Yes Kevin Monsma

5. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma

John Morgan joined the call

6. ACCEPTANCE OF BOARD MEMBER REPORTS

Minutes: Presentations at the CBO Symposium and CITE conference were discussed.

7. ACCEPTANCE OF TREASURER REPORT

Minutes: Deferred until audit and second interim reports.

8. ACCEPTANCE OF STANDING REPORTS

8.a. Membership

Minutes: New members and discussions with potential members were discussed.

8.b. Communications

Minutes: An email marketing campaign after the holidays and the CASBO session in April were discussed.

8.c. Procurement

Minutes: Assessment RFP, Educational Intelligence and Analytics Solution RFP, Help Desk System RFP, and Student Information System RFP were discussed. Web Hosting RFP, Substitute System RFP, and additional RFPs may be deferred due to a large response to current RFPs, to allow for contract negotiations.

9. ACCEPTANCE OF CONSENT AGENDA

9.a. Motion Passed: Ratify Approval of New Associate Members: Burbank Unified School District, Los Gatos Union School District, Lowell Joint School District.

Passed with a motion by Michael Johnston and a second by John Morgan.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

10. OLD BUSINESS

None.

11. NEW BUSINESS

11.a. First Interim & SACS Report

Motion Passed: Approve the positive certification of the First Interim and SACS Report.

Passed with a motion by Kevin Monsma and a second by Mike McAdam.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.b. Submission of the 2018-19 Annual Financial Audit of the Education Technology Joint Powers Authority.

Motion Passed: Approve the Annual Financial Audit.

Passed with a motion by Mike McAdam and a second by Kevin Monsma.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.c. Discuss Administrative Fee and Minimum Price Guarantee Related to Upcoming Contract Negotiations.

Motion Passed: Tabled. The Board authorized Brianne Ford and Michael Johnston to develop a revised Administrative Fee structure. Board approval will be obtained when we approve contracts.

11.d. Approve Award of RFP No. 19/20-02 Assessment Platform to Edcite, Inc..

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to Edcite, Inc. Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam

Yes Kevin Monsma
Yes John Morgan

11.e. Approve Award of RFP No. 19/20-02 Assessment Platform to Snapwiz, Inc. dba Edulastic.

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to Snapwiz, Inc. dba Edulastic for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.f. Approve Award of RFP No. 19/20-02 Assessment Platform to Illuminate Education, Inc..

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to Illuminate Education, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.g. Approve Award of RFP No. 19/20-02 Assessment Platform to Instructure, Inc.

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to Instructure, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.h. Approve Award of RFP No. 19/20-02 Assessment Platform to NCS Pearson, Inc..

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to NCS Pearson, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.i. Approve Award of RFP No. 19/20-02 Assessment Platform to Schoology, Inc. as recently acquired by PowerSchool Group LLC.

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to Schoology, Inc., as recently acquired by PowerSchool Group LLC, for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes Brianne Ford
Yes Michael Johnston
Yes Mike McAdam
Yes Kevin Monsma
Yes John Morgan

11.j. Approve Award of RFP No. 19/20-02 Assessment Platform to SchoolSpire, Inc..

Motion Passed: Award RFP No. 19/20-02 Assessment Platform and authorize the President to execute and deliver a Master Agreement to SchoolSpire, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes	Brianne Ford
Yes	Michael Johnston
Yes	Mike McAdam
Yes	Kevin Monsma
Yes	John Morgan

12. NEW BUSINESS (NON ACTION ITEMS)

12.a. Marketing and Communications Update.
Minutes: No updates.

13. PERSONNEL ITEMS

Minutes: None.

14. REPORT OF EXECUTIVE DIRECTOR AND SPECIAL COMMITTEES OF ADVISORY COUNCIL

Minutes: None.

15. PRESENTATION OF WRITTEN COMMUNICATIONS

Minutes: None.

16. SCHEDULING OF NEXT MEETING

The next Regular Meeting shall be held on January 23, 2020 at 2:30PM at 5050 Barranca Parkway, Irvine, CA 92604, but may be changed at the discretion of the board.

17. ADJOURNMENT

Motion Passed: Adjourn the meeting at 3:18.

Passed with a motion by Kevin Monsma and a second by Michael Johnston.

Yes	Brianne Ford
Yes	Michael Johnston
Yes	Mike McAdam
Yes	Kevin Monsma
Yes	John Morgan

Agreement Status:

RFP No. 19/20-05 Student Information System

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

Date Awarded: February 3, 2020 (Anticipated)

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes

RFP No. 19/20-04 Help Desk System

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

Date Awarded: February 3, 2020 (Anticipated)

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes

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 (Anticipated)

Vendor	Master Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes

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

Edcite, Inc.	12/5/19 - 12/4/22	n/a	Available	n/a	12/5/19 - 12/4/22	Complete
Snapwiz, Inc. dba Edulastic	12/5/19 - 12/4/22	n/a	Available	n/a	12/5/19 - 12/4/22	Complete
Illuminate Education, Inc.						Waiting for Meg's Input
Instructure, Inc.			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.						Waiting to finalize contracts after name change

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 Pro	In Progress	In Progress	In Progress	In Progress	In Progress	Waiting for Meg's review of Addendum
Jamf School	In Progress	In Progress	In Progress	In Progress	In Progress	Waiting for Meg's review of Addendum

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 Agreement	MA Addendum	Purchasing Agreement	PA Addendum	CSDPA	Notes
Amplified IT, LLC for Liminex, Inc. dba GoGuardian product	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	Complete
Blocksi Inc	6/27/19-6/26/22	N/A	Available	N/A	6/8/19 - 6/7/22	Complete
CDW LLC dba CDW Government LLC for Securly, Inc. product	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
Netop Tech Inc	6/27/19-6/26/22	N/A	Available	N/A	6/6/19 - 6/5/22	Complete
Securly, Inc.	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
Companion Data Services, LLC dba docfinity	5/30/19 - 5/29/22	N/A	Available	N/A	5/30/19 - 5/29/22	Complete
Emics, Inc dba Informed K12	5/30/19 - 5/29/22	N/A	Available	N/A	5/30/19 - 5/29/22	Complete

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
Gabbart Enterprises LLC dba Gabbart Communications	5/10/19 - 5/9/22	N/A	Available	N/A	5/10/19 - 5/9/22	Complete
Instructure, Inc. dba Canvas	6/30/19 - 6/29/22	N/A	Available	N/A	7/1/19 - 6/30/22	Complete
Itslearning Inc.	In Progress	In Progress	In Progress	In Progress	In Progress	Need Vendor to respond.
MGRM Pinnacle Inc.	5/10/19 - 5/9/22	N/A	Available	N/A	5/10/19 - 5/9/22	Complete
Schoology, Inc	5/10/19 - 5/9/22	5/10/19 - 5/9/22	Available	Available	5/10/19 - 5/9/22	Complete

*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
Aeries Software Inc., dba Eagle Software	In Progress	1/14/20 - 1/13/23	In Progress	N/A	In Progress	Waiting for Aeries' signature.
West Interactive Services Corporation	4/26/19 - 4/25/22	4/26/19 - 4/25/22	Available	Available	In Progress	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

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

*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>

Ed Tech JPA F3 Legal Services Agreement Overview

01.23.2020

Background

Fagen Friedman & Fulfroast LLP (F3) has served as General Counsel to the Ed Tech JPA since the JPA's formation in January 2019. Additionally, F3 conducted research, prepared presentations and documents, and provided support and counsel prior to the formation of the JPA to assist with establishing the organization. F3 previously shared a draft agreement for legal services. The Board was unable to approve the agreement because of concerns related to approval of work, accumulation of late fees, liability to Founding Member agencies for unpaid fees, and the capacity of the JPA to repay the deferred fees incurred prior to July 1, 2019.

Revised Agreement

The proposed agreement incorporates most of the desired changes. F3 has committed to revisiting the outstanding items at the end of the fiscal year. The paragraphs below call out how JPA concerns were addressed in the agreement at the Board's request.

- Oversight/Approval of Legal Fees: F3 added language into the agreement that states that Attorney work must be authorized by the Ed Tech JPA President, Treasurer or designee. Additionally, the JPA President or designee will review all charges and confirm accuracy of billing statements.
- Late Fees and Current Payments: July 1, 2019 marked the end of the deferral period and the start of the expectation that the JPA pay new legal fees as incurred. The repayment period for previously deferred fees does not begin until July 1, 2020. F3 added language in the agreement to:
 - Cap the expectation of repayment in the current fiscal year at 50% of Administrative Fees received over and above baseline operating costs of \$20,000. Example: If the JPA received \$30,000 in revenue this fiscal year, the maximum immediately due to F3 for legal expenses incurred this year would be \$5,000.
 - Waive interest charges and defer payment on any legal fees incurred above this threshold.
 - Note: These changes were made to remain consistent with the Ed Tech JPA Bylaws that establish a legal budget of 1-2% of gross sales through the JPA.
- Discharge and Withdrawal: Board Members expressed concern about the clause related to Discharge and Withdrawal and how the language might be enforced should the JPA dissolve. F3 confirmed that the bylaws protect Founding Member agencies from being responsible for unpaid legal fees. They were not able to amend the language at this time, but are open to drafting an addendum to the agreement that clarifies how this paragraph and the bylaws interact.
- Repayment Obligations: Board Members would like to see a phased repayment plan that mirrors the projected growth of the JPA. F3 is open to this option should revenues be

insufficient to make the equal payments described in the current deferral clause. We agreed to revisit this at the end of the Fiscal Year when the Ed Tech JPA Board reviews projections and sales reports.

Recommendation

Approve the Agreement for Legal Services with Fagen Friedman & Fulfroost LLP and authorize the President of the Ed Tech JPA to execute the agreement on behalf of the Board.



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 through June 30, 2022:

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 work must be authorized by Client acting President, Treasurer or their authorized designee(s). 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:** For services rendered on or after July 1, 2019, Attorney will send Client monthly statements for fees and costs incurred. Client will provide payment not to exceed the maximum obligation set forth in subsection (b), below, 2% of its gross earnings within thirty (30) days of the statement mailing date. Fees in excess of 2% of Client's gross earnings shall be deferred and paid according to subsection (b), below. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. The interest charge shall not apply to deferred balances incurred prior to June 30, 2020, or to reimbursements found in subsection (b), below. 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. Unpaid amounts shall roll over into the next payment period.

(b) **Maximum Obligation:** Client shall pay ongoing fees as described in subsection (a), above, from the administrative fees received by Client resulting from Ed Tech JPA contracts. The first \$20,000 of administrative fees received each fiscal year shall be reserved for Client's required operational expenses. Thereafter, the Client's maximum obligation for attorney fees described in

subsection (a), above shall not exceed fifty percent (50%) of the additional administrative fees received by Client.

(c) Reimbursements: On or about July 1, 2019, Attorney submitted 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 & Fulfroost LLP



Brianne Ford, President

Chris Keeler, Managing Partner

DATE: January __, 2020

DATE: January 715, 2020

Board Discussion



PROFESSIONAL RATE SCHEDULE

Education Technology Joint Powers Authority ("Tech JPA")
July 1, 2019 through June 30, 2022

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.



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 through June 30, 2022:

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 work must be authorized by Client acting President, Treasurer or their authorized designee(s). 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

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

Education Technology Joint Powers
Authority ("Tech JPA")

Fagen Friedman & Fulfroost LLP



Brianne Ford, President

Chris Keeler, Managing Partner

DATE: January __, 2020

DATE: January 15, 2020



PROFESSIONAL RATE SCHEDULE

Education Technology Joint Powers Authority ("Tech JPA")
July 1, 2019 through June 30, 2022

1. HOURLY PROFESSIONAL RATES

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Ed Tech JPA Operations and Procurement Unit Proposal

01.23.2020

DRAFT for Discussion

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.

Ed Tech JPA Administrative Fee Proposal

01.23.2020

Background

The Ed Tech JPA now has ten procurements that are completed or underway. During contract negotiations, several prospective vendor partners have raised concerns about the current 4% Administrative Fee applied to all Ed Tech JPA member purchases and renewals. Vendors have requested the Ed Tech JPA consider reducing the Administrative Fee. The Ed Tech JPA has previously determined that Administrative Fees would be reviewed annually by the Board.

Ed Tech JPA Financial Position

The Ed Tech JPA is still a new organization. Although membership and our contract portfolio are growing, Ed Tech JPA participation and sales are not yet sufficient to sustain the organization beyond the start-up period.

Considerations

For the Ed Tech JPA to be successful, our organization needs a strong membership and active participation from market-leading educational technology vendors. Many of those vendors share common characteristics:

- Recurring Business: Much of their customer base is made up of annual renewals from local education agencies. The platforms are ingrained in customers' business and educational practices and migrating to a different product could be prohibitively costly.
- High Cost: Platform costs generally exceed \$5 per student and range as high as \$30 per student.
- Market Share: The vendors already have substantial and stable market share. They do not anticipate significant new customer growth associated with the Ed Tech JPA.
- Procurement Requirements: The high cost and complexity of their platforms generally requires local education agencies to conduct a formal procurement upon initial selection and the expiration of their agreement term. Vendors recognize the value of the Ed Tech JPA in saving time and costs related to procurement.

Option

To meet the interests of continued growth in the JPA, financial sustainability, and strong partnerships with our participating vendors, the Ed Tech JPA President and Treasurer are recommending that the Board consider a volume-based discount to the Administrative Fee. The structure of the proposed discount is as follows:

- The standard Administrative Fee would remain 4% on all sales and renewals.
- When a vendor has reached a threshold of \$2 million in recurring sales in the current Fiscal Year, the Administrative Fee on future sales, beginning in the next quarter, would drop to 3.5%.
- When a vendor has reached a threshold of \$4 million in recurring sales in the current Fiscal Year, the Administrative Fee on future sales, beginning in the next quarter, would drop to 3%.

- The discount would continue into the subsequent fiscal year provided that the vendor confirms projected sales will continue to meet or exceed the discount threshold.

Sample Calculation based on Hypothetical Sales

Recommendation

Adopt a revised Administrative Fee schedule, including discounts based on annual Ed Tech JPA sales. Apply the revised schedule to current and new contracts beginning with the 2020-21 fiscal year.

Admin Fee Hypothetical: Sample Vendor									
	Quarter 1 20/21	Quarter 2 20/21	Quarter 3 20/21	Quarter 4 20/21	Quarter 1 21/22	Quarter 2 21/22	Quarter 3 21/22	Quarter 4 21/22	Quarter 1 22/23
New Sales This Quarter	\$200,000.00	\$300,000.00	\$1,700,000.00	\$800,000.00	\$200,000.00	\$700,000.00	\$700,000.00	\$2,400,000.00	\$100,000.00
Renewal Sales This Quarter	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	\$300,000.00	\$1,700,000.00	\$800,000.00	\$400,000.00
TOTAL Sales This Quarter	\$200,000.00	\$300,000.00	\$1,700,000.00	\$800,000.00	\$400,000.00	\$1,000,000.00	\$2,400,000.00	\$3,200,000.00	\$500,000.00
Cumulative Sales This Fiscal Year	\$200,000.00	\$500,000.00	\$2,200,000.00	\$3,000,000.00	\$400,000.00	\$1,400,000.00	\$3,800,000.00	\$7,000,000.00	\$500,000.00
Administrative Fee	4.00%	4.00%	4.00%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
Total Administrative Fee to Ed Tech JPA	\$8,000.00	\$20,000.00	\$88,000.00	\$105,000.00	\$14,000.00	\$49,000.00	\$133,000.00	\$245,000.00	\$17,500.00
	Letter sent to vendor confirming expected sales				Letter sent to vendor confirming expected sales				

Approve the Administrative Fee at 4% for sales below \$1,999,999.99 in a fiscal year, 3.5% for sales made in quarters following a sales threshold of \$2,000,000.00-\$3,999,999.99 in a fiscal year, and 3% for sales made in quarters following a sales threshold of 4,000,000.00 or above in a fiscal year. Apply changes to new contracts and previously negotiated contracts.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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. Mentoring Minds, L.P.	
	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) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions. 7922 S. Broadway	Requester's name and address (optional)
	6 City, state, and ZIP code Tyler, Texas 75703	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	0	0	2	2	5	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

2/22/19

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.

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.



Mentoring Minds Acquires SchoolSpire, Brings Critical Thinking into Digital Realm

Acquisition integrates standards-aligned resources into comprehensive technology platform

TYLER, Texas – December 10, 2019 – **Mentoring Minds**, the leading provider of K-12 critical thinking materials, has acquired SchoolSpire, a K-12 software platform that integrates a district's existing systems, allowing configurable and modular solutions. The companies will join forces to provide school districts with a streamlined way to incorporate the 9 Traits of Critical Thinking™ into curriculum and instruction.

Over the next three months, Mentoring Minds will migrate its ThinkUp! Standards Mastery System™, which offers rigorous and standards-aligned resources, to the new technology platform that hosts all of the same features and capabilities of a learning management system. The solution will enable teachers and administrators to communicate and collaborate with all stakeholders, plan lessons, manage their ThinkUp! curriculum, and deliver assessment. Teachers and administrators will also gain insight through advanced analytics, which can be viewed at various levels of detail – from individual student data to district-wide data.

"By pairing SchoolSpire's powerful technology platform with our critical thinking, curriculum, and assessment resources, we're able to provide entire school systems with a more meaningful and practical way to incorporate critical thinking into every aspect of teaching and learning," said Shad Madsen, CEO at Mentoring Minds. "We believe that critical thinking is absolutely fundamental to standards mastery and student success. SchoolSpire's team and technology allows us to bring these game-changing benefits to teachers and students everywhere."

The entire SchoolSpire team will join Mentoring Minds, with SchoolSpire Founder and CEO Muhammad Wasay continuing as Chief Technology Officer for Mentoring Minds.

"Joining the Mentoring Minds team is an excellent way to leverage the functionality of our platform while staying true to our mission to provide the best quality education for students," Wasay said. "This is an opportunity to bring the value of critical thinking to the classroom by streamlining the teacher experience – which is what we do best."

For more information about Mentoring Minds, please visit <https://www.mentoringminds.com/>.

About Mentoring Minds, the Critical Thinking for Life company

Mentoring Minds is on a mission to put critical thinking at the center of K-12 education. Founded by teachers, Mentoring Minds provides print and digital resources that empower educators to infuse critical thinking skills into standards-based instruction. Students learn the 9 Traits of Critical Thinking™ through the ThinkUp! Standards Mastery System, which provides rigorous materials that elevate achievement among all students. Mentoring Minds' commitment to education extends beyond the classroom, as well; the company proudly sponsors forward-thinking administrators across the U.S. and supports community-based education initiatives. For more information, call 800-585-5258 or visit <https://www.mentoringminds.com/>.

About SchoolSpire

SchoolSpire is a leading K-12 provider of instructional pro complete Instructional Management System with fully inte Reporting/Advanced Analytics, Professional Developmen on providing diagnostic and directive solutions for our cu that deliver school districts both the information and the t goals of providing the best quality education for staff, students, parents, and community



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Ed Tech JPA RFP No. 19/20-03 Educational Intelligence and Analytics Solution

Vendor Name	Aeries	Certica Solutions, Inc.	DecisionEd Group, Inc	Hoonuit I, LLC	Innive Inc	No.Inc	Scantion Corporation	SchoolSpire→ Mentoring Minds, L.P.	SourceWell	UPD	Schoolzilla PBC→Renalsance Learning Inc.
All Forms Complete	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail	Pass
Vendor Experience and Ability to Perform	Fail	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Fail	Fail	Pass
Technology	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Fail	Fail	Pass
3.1 General/User Experience	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail	Pass
3.2 Extract Transfer and Load	Pass	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail	Pass
3.3 Data Model	Pass	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Pass
3.4 Traditional Reporting	Pass	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Pass
3.5 Business Intelligence	Pass	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Pass
3.6 Advanced Analytics/Artificial Intelligence	Pass	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Incomplete
3.7 Intervention Management	Fail	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Pass
3.8 Other Required Modules (NOT REQUIRED)	Incomplete	Pass	Incomplete	Pass	Pass	Incomplete	Pass	Incomplete	Incomplete	Fail	Incomplete
3.9 Other Available Components (NOT REQUIRED)	Incomplete	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Incomplete	Fail	Incomplete
4 Price	Incomplete	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Fail	Pass
Final Evaluation	Fail	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Fail	Fail	Pass
Comments/Notes	Did not respond to Clarifying Questions								Did not respond to Clarifying Questions		
Pass											
Fail - Be sure to make a note of the ** section they did not meet											
Incomplete - Did not attempt to respond											
Needs Further Review - Did not meet all the ** sections, but we believe they may meet the criteria. We need more information. (Be sure to add a Clarifying Question)											

2019-2020 Resolutions

Resolution Number	Date	Description
19-20-1	10/30/19	Approval of Student Information System RFP Process
19-20-2	10/30/19	Approval of Library Management System RFP Process
19-20-3	10/30/19	Award of Master Agreement for Mobile Device Management (to Jamf Pro)
19-20-4	10/30/19	Award of Master Agreement for Mobile Device Management (to Jamf School)
19-20-05	11/21/19	Approval of Inventory Management RFP Process
19-20-06	12/5/19	Award of Master Agreement for Assessment Platform (to Edcite, Inc.)
19-20-07	12/5/19	Award of Master Agreement for Assessment Platform (to Snapwiz, Inc. dba Edulastic)
19-20-08	12/5/19	Award of Master Agreement for Assessment Platform (to Illuminate Education, Inc.)
19-20-09	12/5/19	Award of Master Agreement for Assessment Platform (to Instructure, Inc.)
19-20-10	12/5/19	Award of Master Agreement for Assessment Platform (to NCS Pearson, Inc.)
19-20-11	12/5/19	Award of Master Agreement for Assessment Platform (to Schoology, Inc.)
19-20-12	12/5/19	Award of Master Agreement for Assessment Platform (to SchoolSpire, Inc.→Mentoring Minds, L.P.)
19-20-13	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to Schoolzilla PBC→Renaissance Learning Inc.)
19-20-14	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to Certica Solutions, Inc.)
19-20-15	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to DecisionEd Group, Inc)
19-20-16	1/23/20	Award of Master Agreement for Educational Intelligence and

		Analytics Solution (to Hoonuit I, LLC)
19-20-17	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to Innive Inc)
19-20-18	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to Scantron Corporation)
19-20-19	1/23/20	Award of Master Agreement for Educational Intelligence and Analytics Solution (to SchoolSpire, Inc.→Mentoring Minds, L.P.)
19-20-20		
19-20-21		
19-20-22		
19-20-		
19-20-		
19-20-		
19-20-		

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-13

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Schoolzilla PBC as acquired by Renaissance Learning Inc. (“Renaissance”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Renaissance; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Renaissance meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Renaissance.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RENAISSANCE LEARNING INC.

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.
PO BOX 8036

6 City, state, and ZIP code
WISCONSIN RAPIDS, WI 54495-8036

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

			-			-			
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or

Employer identification number

3	9	-	1	5	5	9	4	7	4
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person *D. A. Schmacher* Date ► **January 13, 2020**

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.

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.

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Worldwide

Administrators and educators gain a single, complete view of student growth and achievement thanks to the combination of research-driven product lines

NEWS PROVIDED BY

Renaissance →

Oct 29, 2019, 07:03 ET

WISCONSIN RAPIDS, Wis., Oct. 29, 2019 /PRNewswire/ -- Renaissance®, the global leader in pre-K-12 education technology, today announced that it has acquired Schoolzilla, a company known for its data-driven dashboards that integrate multiple sources of student data, including attendance, suspensions, course grades, and more. By adding rich student learning data from Renaissance's assessment, literacy, and math programs to Schoolzilla's dashboards, school and district leaders will gain the critical insights they need to evaluate trends in student attendance and achievement, enact change, and improve outcomes for all learners.

"One of our driving beliefs is that students learn better when administrators and teachers have the full picture of learning," said Todd Brekhus, chief product officer at Renaissance.

"Schoolzilla's ability to aggregate data streams from multiple sources is a perfect fit with our open, interconnected approach to education. Through the current integration between our Star Assessments and Schoolzilla's dashboards, we're already providing educators with a true, full-circle view of their students. This acquisition will allow us to further enhance our ability to give education leaders unparalleled insights into progress and performance at the individual, school, and district levels."

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current academic term or longitudinal to compare growth within grade levels and across years.

Classroom educators can also use Schoolzilla dashboards to understand how groups of students, as well as individual students, are doing on these same metrics and then pinpoint opportunities to strengthen teaching and learning to ensure every student has the opportunity to achieve their full potential.

"The combination of Renaissance and Schoolzilla is truly groundbreaking," said Renaissance's CEO Chris Bauleke. "This breadth of data, all in one place, all easy to view and sort, will have a significant impact on education leaders' ability to accelerate growth, both for the whole student and for the whole district."

"Schoolzilla's mission has always been to enable educators to use data to run great schools for students," said Lynzi Ziegenhagen, Schoolzilla's founder and CEO. "We are focused on making data-fueled leadership possible and practical for today's educators, and couldn't be more thrilled to join the Renaissance family and enrich our dashboards with the incredible insights—and expanded reach—their portfolio provides."

Schoolzilla began as an initiative within Aspire Public Schools—one of the nation's top-performing school systems serving low-income communities—where Lynzi and her team closely collaborated with educators to solve "the data problem." After five years with Aspire, Schoolzilla became an independent organization to serve schools across the country. Today, more than 140 districts gain critical insight to inform decisions and improve student outcomes with Schoolzilla's dashboards. Schoolzilla is also an active member of the Renaissance Growth Alliance, a partnership of best-in-class edtech providers working together to streamline data for educators and improve learning for students.

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and we monitor them with Star Assessment results," commented Leigh Anne Scherer, the Coordinator of Assessment Accountability at North Clackamas School District in Oregon, where educators use both Renaissance solutions and Schoolzilla dashboards. "Now that we have Star data in Schoolzilla, we have a more complete view of how we're progressing at the system level and the school level. That connection has been a key piece for us."

Schoolzilla is Renaissance's fourth major acquisition in the past two years. Earlier this year, Renaissance acquired a student-centered differentiation platform with Freckle, along with curriculum-based measurements and early childhood assessments with myIGDIs. Previously, in the spring of 2018, Renaissance acquired the personalized literacy platform, myON. Through these acquisitions, Renaissance has expanded and enhanced educators' options for personalizing learning, monitoring achievement, and accelerating growth.

About Renaissance

As a global leader in assessment, reading, and math solutions for pre-K-12 schools and districts, Renaissance is committed to providing educators with insights and resources to accelerate growth and help all students build a strong foundation for success. Renaissance solutions are used in over one-third of US schools and in more than 90 countries worldwide. The Renaissance portfolio includes Star Assessments, for reliable, accurate insights into K-12 student learning; myIGDIs, for accurate assessment of early learning; myON, to increase students' access to high-quality reading materials; Accelerated Reader, to support independent reading practice; and Freckle, for teacher-led differentiated instruction. For more information, visit Renaissance.com.

About Schoolzilla

Schoolzilla is a Public Benefit Company with a mission to enable people to use data to improve education for students, especially those from underserved communities. Supporting over 140 school systems in 31 states, Schoolzilla helps school leaders succeed with accurate, timely, and visual data to understand students' needs, develop strategies, monitor progress, and get laser-focused on growth. For more information, visit schoolzilla.com or email info@schoolzilla.com.

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Education Technology Joint Powers Authority

RESOLUTION No. 19-20-14

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Certica Solutions, Inc. (“Certica”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Certica; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Certica meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Certica.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-15

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by DecisionEd Group, Inc (“DecisionEd”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with DecisionEd; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; DecisionEd meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to DecisionEd.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-16

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Hoonuit I, LLC (“Hoonuit”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Hoonuit; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Hoonuit meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Hoonuit.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-17

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Innive Inc (“Innive”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Innive; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Innive meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Innive.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-18

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Scantron Corporation (“Scantron”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Scantron; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Scantron meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Scantron.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-19

AWARD OF MASTER AGREEMENT FOR EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for educational intelligence and analytics solutions and related services in order to accommodate Founding Member and Associate Members’ current and future intelligence and analytics needs; and

WHEREAS, due to the highly specialized and unique nature of technology and related equipment and services, because technology is undergoing rapid changes, and in order to allow for the introduction of new technological changes in the operation of school districts, Public Contract Code section 20118.2 allows school districts to consider, in addition to price, factors such as financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, warranties, and similar factors in the award of contracts for technology and related equipment and services; and

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Educational Intelligence and Analytics Solutions and received eleven (11) responses to its RFP; and

WHEREAS, the Ed Tech JPA evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by SchoolSpire, Inc. as acquired by Mentoring Minds, L.P. (“Mentoring Minds”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Mentoring Minds; and

WHEREAS, the Master Agreement shall set for the terms and conditions of the Agreement between the Parties; and

WHEREAS, the proposed form of the Master Agreement is available on the Ed Tech JPA’s website; and

WHEREAS, a school district may delegate the authority to enter into contracts to the district superintendent or his or her designee, pursuant to Education Code section 17604; and

WHEREAS, pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties; and

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, the Ed Tech JPA desires to delegate to the Board President or her designee, the authority to finalize, execute and deliver the Master Agreement.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of an educational intelligence and analytics solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Mentoring Minds meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a notification system platform to Mentoring Minds.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 23rd day of January, 2020.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mentoring Minds, L.P.

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

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

☐ Other (see instructions) ►

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7922 S. Broadway

6 City, state, and ZIP code
Tyler, Texas 75703

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-			
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or

Employer identification number

2	0	-	0	0	2	2	5	4	5
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ► 

Date ► **2/22/19**

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.

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.

Mentoring Minds Acquires SchoolSpire, Brings Critical Thinking into Digital Realm

Acquisition integrates standards-aligned resources into comprehensive technology platform

TYLER, Texas – December 10, 2019 – Mentoring Minds, the leading provider of K-12 critical thinking materials, has acquired SchoolSpire, a K-12 software platform that integrates a district's existing systems, allowing configurable and modular solutions. The companies will join forces to provide school districts with a streamlined way to incorporate the 9 Traits of Critical Thinking™ into curriculum and instruction.

Over the next three months, Mentoring Minds will migrate its ThinkUp! Standards Mastery System™, which offers rigorous and standards-aligned resources, to the new technology platform that hosts all of the same features and capabilities of a learning management system. The solution will enable teachers and administrators to communicate and collaborate with all stakeholders, plan lessons, manage their ThinkUp! curriculum, and deliver assessment. Teachers and administrators will also gain insight through advanced analytics, which can be viewed at various levels of detail – from individual student data to district-wide data.

"By pairing SchoolSpire's powerful technology platform with our critical thinking, curriculum, and assessment resources, we're able to provide entire school systems with a more meaningful and practical way to incorporate critical thinking into every aspect of teaching and learning," said Shad Madsen, CEO at Mentoring Minds. "We believe that critical thinking is absolutely fundamental to standards mastery and student success. SchoolSpire's team and technology allows us to bring these game-changing benefits to teachers and students everywhere."

The entire SchoolSpire team will join Mentoring Minds, with SchoolSpire Founder and CEO Muhammad Wasay continuing as Chief Technology Officer for Mentoring Minds.

"Joining the Mentoring Minds team is an excellent way to leverage the functionality of our platform while staying true to our mission to provide the best quality education for students," Wasay said. "This is an opportunity to bring the value of critical thinking to the classroom by streamlining the teacher experience – which is what we do best."

For more information about Mentoring Minds, please visit <https://www.mentoringminds.com/>.

About Mentoring Minds, the Critical Thinking for Life company

Mentoring Minds is on a mission to put critical thinking at the center of K-12 education. Founded by teachers, Mentoring Minds provides print and digital resources that empower educators to infuse critical thinking skills into standards-based instruction. Students learn the 9 Traits of Critical Thinking™ through the ThinkUp! Standards Mastery System, which provides rigorous materials that elevate achievement among all students. Mentoring Minds' commitment to education extends beyond the classroom, as well: the company proudly sponsors forward-thinking administrators across the U.S. and supports community-based education initiatives. For more information, call 800-585-5258 or visit <https://www.mentoringminds.com/>.

About SchoolSpire

SchoolSpire is a leading K-12 provider of instructional pro complete Instructional Management System with fully inte Reporting, Advanced Analytics, Professional Development on providing diagnostic and directive solutions for our cu that deliver school districts both the information and the t goals of providing the best quality education for staff, students, parents, and community



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