

AGENDA OUTLINE
REGULAR MEETING GOVERNING BOARD
ED TECH JPA

3:00 P.M. January 25, 2019

The first meeting of the Ed Tech JPA will be January 25, 2019 at 3:00 p.m. at the Irvine Unified School District Office, 5050 Barranca Pkwy, Irvine, CA 92604.

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

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

Board of Directors Founding Members

Irvine Unified Founding Member designee

Capistrano Unified Founding Member designee

Other

Mark Williams, Fagen Friedman & Fulfrost LLC

Meg Keaney, Fagen Friedman Fulfrost LLC

Francie Heim, Consultant

Michael Johnston, Clovis Unified (potential future Founding Member) present by phone

Susan Rutledge, Clovis Unified present by phone

Agenda (per format outlined in the JPA Bylaws)

1. Determination of a quorum and call to order.
2. Approval of minutes of previous meeting (not applicable)
3. Acceptance of Treasurer report (not applicable)
4. Consent Agenda (not applicable)
5. Unfinished and old business (not applicable)
6. Approval of the Agenda or any modifications to the agenda proposed

New Business (Action Items)

7. Election of officers

Recommendation:

At this time, we would propose a President and Vice-President term to run from January 1, 2019 to June 30, 2019. We expect the Founding Members to increase during this time, and it would be appropriate to revisit these positions in June 2019 for the 2019-20 fiscal year.

Motion:

8. Discussion/Adoption of Bylaws

Recommendation:

This will be presented to the Board as an information item. After a discussion by the Board, the Bylaws will be brought again to the Board for additional discussion and approval. Ms. Heim and counsel for the District will answer any questions raised.

Motion:

9. Approval for issuance of first round of Irvine RFPs

Recommendation:

Motion:

10. Approval of Francie Heim contract

Recommendation: It is recommended that the JPA approve her agreement.

Motion:

11. Approval of F3 professional services agreement

Recommendation: It is recommended that the JPA approve the F3 contract.

Motion:

New Business – Discussion and possible authorization

12. Discussion/Authorization to negotiate and execute agreement to secure insurance for JPA Board

13. Discussion/Authorization to negotiate and execute agreement for design and development of JPA website

14. Discussion of new Founding members to be added in the months ahead.

15. Discussion of next steps required to move the work of the JPA forward with specific focus on activities of host agencies.

16. Discussion of meeting schedule and logistics.

Closing Items

17. Personnel Items (not applicable)

18. Reports of the Executive Director and any special committees or advisory councils (not applicable)

19. Presentation of written communications (none)

20. Scheduling of next ~~meeting~~ meeting.

21. Adjournment.

20-41/4404986.1

**Revised on 1/25/2019

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Agenda (per format outlined in the JPA Bylaws)

1. Determination of a quorum and call to order.
2. Approval of minutes of previous meeting (not applicable)
3. Acceptance of Treasurer report (not applicable)
4. Consent Agenda (not applicable)
5. Unfinished and old business (not applicable)
6. Approval of the Agenda or any modifications to the agenda proposed

New Business (Action Items)

7. Election of officers

Background:

Pursuant to the proposed Bylaws, the Board of Directors shall elect a President and a Vice-President. The Board of Directors shall appoint a Secretary and a Treasurer. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

Recommendation:

At this time, we would propose a President and Vice-President term to run from January 1, 2019 to June 30, 2019. We expect the Founding Members to increase during this time, and it would be appropriate to revisit these positions in June 2019 for the 2019-20 fiscal year.

Motion:

8. Discussion/Adoption of Bylaws

Background:

The Ed Tech JPA Bylaws have been a work in progress for many months and reflect the best thinking to date. A current version will be made available at the meeting and any further revisions considered.

Recommendation:

This will be presented to the Board as an information item. After a discussion by the Board, the Bylaws will be brought again to the Board for additional discussion and approval. Ms. Heim and counsel for the District will answer any questions raised.

Motion:

9. Approval for issuance of first round of Irvine RFPs

Background:

Irvine USD will present information at the meeting on the RFPs to be issued on behalf of the Ed Tech JPA.

Recommendation:

Motion:

10. Approval of Francie Heim contract

Background:

Francie Heim has been on contract with Fagen Friedman & Fulfrost LLC from September 2018 to the present. She has provided input to the JPA in the formation of a business plan and the JPA Bylaws. As the JPA is in the formative stages without designated staff, she is able to provide support in the beginning stages. A contract will be presented at the meeting for consideration.

Recommendation: It is recommended that the JPA approve her agreement.

Motion:

11. Approval of F3 professional services agreement

Background:

F3 has been providing services leading to the formation of the Ed Tech JPA. A contract will be presented at the meeting for consideration.

Recommendation: It is recommended that the JPA approve the F3 contract.

Motion:

New Business – Discussion and possible authorization

12. Discussion/Authorization to negotiate and execute agreement to secure insurance for JPA Board
13. Discussion/Authorization to negotiate and execute agreement for design and development of JPA website
14. Discussion of new Founding members to be added in the months ahead.
15. Discussion of next steps required to move the work of the JPA forward with specific focus on activities of host agencies.
16. Discussion of meeting schedule and logistics.

Closing Items

17. Personnel Items (not applicable)
18. Reports of the Executive Director and any special committees or advisory councils (not applicable)
19. Presentation of written communications (none)
20. Scheduling of next ~~moving~~ meeting.
21. Adjournment.

20-41/4404986.1

**Revised on 1/25/2019

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY
BYLAWS**

I. NAME.

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

II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced digital education products and services to its members. The JPA will collect a fee from such the sale of such products and services to its' membership and that fee will be used to pay for the cost of running the JPA. The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced digital products and services to its members. The JPA is committed to building capacity in its membership and may provide additional training and support as priorities are determined by the JPA board. The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 13, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

III. BOARD JPA.

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

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

IV. MEMBERSHIP AND PARTICIPATION.

A. Founding Membership. Founding Membership in the JPA shall be limited to public school districts, cities, counties, and other governmental units. There will no less than two (2) and no

more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Agreement.

- 1) Founding Members shall nominate one (1) person to serve on the JPA's Board of Directors.
- 2) Only Founding Members are responsible for any proportionate share of expenses and entitled asset distributions, as may annually be allowed or assessed by the JPA's Board of Directors.
- 3) Founding Members shall pay a fee of \$10,000 upon initial acceptance as a Founding Member of the JPA. This initial fee and any other contribution or assessment made by the Founding Member shall be repaid by the revenues generated by the JPA and at such time as the Board may determine. This fee shall also be recoverable, if not already paid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below.
- 4) Founding Members may be located outside of the State of California

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

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

C. Initiating Membership. In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and if accepted as a Founding Member, to also pay membership fees as required by the JPA's Board of Directors.

- 1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA. The Associate Member candidate will fill out and submit a membership application. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary. Nonpublic school students and personnel are encouraged to participate in programs and services to the extent allowed by law.
- 2) **Founding Membership Application.** Founding Members may be added by majority vote of the Governing Board, up the limits set forth in Article IV, Section A, above. An Associate Member may be elevated to a Founding Member upon majority approval by the JPA's Board

of Directors. The JPA Agreement must be passed by that member's governing board by resolution. Founding Members shall be subject to the provisions of paragraph A of this Article, above.

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

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

F. Removal of Founding Member. A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The removal shall be effective immediately following the vote. The removed member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal.

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

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

V. ORGANIZATION AND PROCEDURE OF THE BOARD

A. Board of Directors. The care, management, and control of the JPA shall be vested in a Board of Directors composed of no less than two (2) members, and no more than seven (7) members, unless otherwise approved by the Board pursuant to Article IV, Section H, above.

B. Terms. Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent or

governing board. The Founding Member's Board may appoint a designee to serve in the temporary absence of the Board Member. The term of the Board Member shall be for four (4) years. The Board Member may have additional terms at the discretion of the Founding Member's governing board.

C. Revenue. Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than .5% of the net revenue, or \$100,000, whichever is less in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as a Host Agency as set forth in in Article V, Section F, subd. 9, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

D. Organization. The Board of Directors of the JPA shall meet following the election each year and organize by electing a President and a Vice-President. The Board of Directors shall appoint a Secretary and a Treasurer-Auditor. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

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

E. Legal Address. The legal address of the Board shall be Irvine Unified School District Office, 5050 Barranca Pkwy, Irvine, CA 92604.

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

- 1) **Meeting.** The Board of Directors shall submit an annual evaluation report of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting in resolution of the needs of the JPA's membership.
- 2) **Facilities.** The Board of Directors shall have the JPA provide adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.
- 3) **Staff.** The Board of Directors is authorized to employ central administrative staff and other personnel as necessary to provide and support the agreed upon programs and services. The Board may discharge staff and personnel pursuant to provisions of law applicable to the employing agency for in-kind services provided by JPA members, and if a direct employee of the JPA, by provisions of law applicable California public school districts. The Board

shall allow the JPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.

- 4) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA. Legal Counsel shall serve at the will and pleasure of the Board of Directors.
- 5) **Contracts.** The Board of Directors is authorized to enter into contracts to assist in the furtherance of the JPA's goals and objectives, including with independent contractors and consultants, and school boards of local education agencies, including school districts outside the JPA's state.
- 6) **Programs and Services.** The Board of Directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
- 7) **Governance.** The Board of Directors shall exercise all powers and carry out all duties delegated to it by members under provisions of the JPA's by-laws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state.
- 8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, business, and industry and may appoint special advisory committees representative of these partners.
- 9) **Host Agencies.** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. A Host Agency must be a Founding Member. The duties of each host agency shall be discharged by the that District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, who shall also serve as a member of the Board. The Host Agency or Agencies shall be charged with carrying out the purposes of the JPA, including, but not limited to, preparing requests for proposal and negotiating agreements with technology providers, order fulfillment, development and maintenance of digital contract registries, administration of professional development programs for member agencies, and creation of technology centers for the benefit of member agencies. In the event the Host Agency cannot, to the satisfaction of the Board, fulfill the duties prescribed in this Section, the duties of the Host Agency shall be transferred to another Founding Member. Host Agencies shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.
- 10) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses,

vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following power and duties:

- a. Act as secretary and executive officer of the Board.
 - b. Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.
 - c. Serve as ex-officio member of all advisory committees or councils appointed by the Board.
 - d. Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.
 - e. Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.
 - f. Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.
 - g. Maintain supervisory custody of the funds of the Board.
 - h. The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.
 - i. Act for the JPA's Board as the legal representative for State and Federal Programs.
- 11) **Staff.** Staff shall serve at the will and pleasure of the Host Agency or Agencies, subject to review and consideration by the Board.
- 12) **Committees.** The Board of Directors may select advisory councils or committees to give advice and counsel to the Board. The councils or committees may be composed of representatives from public and nonpublic schools, cities, counties, and other governmental units, as well as representatives from business partners.
- 13) **Annual Plan.** The Board of Directors shall submit annually a plan to the members. The plan shall identify the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. These programs and services may include, but are not limited to, the following areas:

- a. Administrative services;
- b. Curriculum development;
- c. Data processing;
- d. Distance learning and other telecommunication services;
- e. Evaluation and research;
- f. Staff development;
- g. Media and technology centers;
- h. Publication and dissemination of materials;
- i. Pupil personnel services;
- j. Planning;
- k. Secondary, post-secondary, community, adult, and adult vocational education;
- l. Teaching and learning services, including services for students with special talents and special needs;
- m. Employee personnel services; and
- n. Purchase of equipment and services to accomplish the purposes set out above.

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

H. Ownership of Property. Any property acquired by the JPA's Board of Directors is public property to be used for essential public and governmental purposes which shall be exempt from all taxes and special assessments levied by a city, county, state, or political subdivision thereof. If the JPA is dissolved, its property shall be distributed to the members at the time of dissolution.

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

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

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

L. Insurance. The Board of Directors may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board. Insofar as this insurance relates to governmental functions of the Board, the policy of insurance shall contain a provision under which the insurance company agrees to waive the defense of governmental immunity up to the limits of the policy unless the Board consents to the assertion of the defense.

VI. MEETINGS AND MINUTES OF PROCEEDINGS

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

- a. An electronic agenda shall be sent to each member at least five (5) days prior to the meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.
- b. A quorum at any meeting of members of the Board shall consist of a majority of the elected Board of Directors.
- c. The order of business at the board meetings shall be as follows:
 - i. Determination of a quorum and call to order.
 - ii. Approval of minutes of previous meeting.
 - iii. Acceptance of Treasurer-Auditor's report and approval of expenditures.
 - iv. Consent Agenda.
 - v. Unfinished and old business.
 - vi. New business.
 - vii. Personnel Items.
 - viii. Reports of the Executive Director and any special committees or advisory councils.
 - ix. Presentation of written communications.
 - x. Adjournment.
 - xi. The meetings of the Board at which official action is taken shall be public meetings and no person shall be excluded therefrom.

B. Posting of Meeting Minutes. The JPA Board of Directors meeting minutes shall be posted to the JPA's website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the person making and seconding motions shall be recorded. There shall be a recorded vote if the vote is not unanimous.

C. Official Newspaper. The Board designates the JPA website as its official newspaper.

VII. RULE OF ORDER, AD HOC COMMITTEE, FISCAL YEAR

A. Rules of Order. The rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the Board and advisory committees and councils in their

deliberations in all matters except as otherwise provided in these by-laws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by mutual agreement or by a majority vote.

B. Ad Hoc Committees. The Board of Directors shall authorize such ad hoc Committees as are deemed necessary. An ad hoc Committee shall report to the Board and shall be dissolved when its report is accepted by the Board.

C. Fiscal Year. The fiscal year shall commence on July 1 and end on June 30 of each year. The Board of Directors shall employ qualified accountants for the purpose of conducting an annual post-audit upon the books and records of the Board of Directors. The regulations appropriated to public school districts shall govern audit procedures.

VIII. AMENDMENTS

A. Amendments. These by-laws may be amended by the affirmative vote of a super majority of the Founding Members present at the a duly noticed meeting, provided that the substance of the proposed amendments shall have been submitted in writing to each member at least ten (10) days prior to such vote.

20-41/4380554.3

ED TECH JPA INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

ADMINISTRATIVE SERVICES

**(This Agreement is not an authorization to proceed.
A purchase order is required prior to commencement of services.)**

This Independent Contractor "Agreement" is made as of the 24th day of January in the year 2019, between the Education Technology Joint Power Authority ("JPA") and Francie Heim ("Contractor") (together, "Parties").

WHEREAS, the JPA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the JPA needs those services and/or advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the services required by the JPA, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. Services. The Contractor shall provide the services as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services" or "Work");
2. Term. Contractor shall commence providing services under this Agreement on January 24, 2019 and will diligently perform as required until the purpose of the Agreement has been achieved. The term for these services shall expire on January 24, 2022. This Agreement may be extended upon mutual approval of both parties to the extent permissible under applicable law.
3. Submittal of Documents. The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the JPA has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ This Signed Agreement
_____ Workers' Compensation Certificate
_____ Insurance Certificates and Endorsements
_____ W-9 Form
_____ Tuberculosis Compliance (if applicable)
_____ Data Privacy Addendum (if applicable)

4. Compensation. JPA agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed one hundred and eighty dollars per hour, as needed (\$180), and with a daily rate of one thousand dollars (\$1,000). JPA shall pay Contractor according to the following terms and conditions:

4.1. Contractor Fee may invoice based on a progress schedule, or at an hourly rate, as mutually determined by the parties. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits a detailed invoice to the JPA, which clearly indicates as applicable any progress completed, milestones achieved, reports issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontractor cost, etc., for Work actually completed and after the JPA's written approval of the Work, or the portion of the Work for which payment is to be made.

5. Expenses. Except as otherwise shown on an Attachment to this Agreement, Contractor shall be paid for reasonable incidental and/or special business expenses—including all expenses, supplies, travel lodging, meals, etc.
6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her officers, employees, or agents shall not be considered officers, employees, agents, partner, or joint venture of the JPA, and are not entitled to benefits of any kind or nature normally provided to officers, employees, or agents of the JPA and/or to which JPA's officers, employees, or agents are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. JPA shall not withhold Federal or State Income tax deductions from payments made to Contractor under this Agreement. Contractor shall provide JPA with his/her Social Security number or Taxpayer ID number. JPA shall provide Contractor and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS.
7. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies, services including services performed by Contractor's officers, employees and agents, and other items necessary to complete the services to be provided pursuant to this Agreement.
8. Standard of Care.
 - 8.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of JPA. Contractor's Services shall be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school JPAs. Contractor's Services shall be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 8.2. Contractor hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the JPA relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

8.4. Contractor shall ensure that any individual performing work under this Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions (collectively, "Intellectual Property") prepared for, written for, or submitted to the JPA and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by JPA as a basis for such services. Contractor agrees, to the furthest extent permitted by California law, at its own expense, to defend, indemnify and hold harmless the JPA, its agents, representatives, officers, consultants, employees, trustees, and volunteers, against any action brought against same with respect to any claim, demand, cause of action, debt or liability, including attorney's fees, based upon a claim that any Intellectual Property infringes upon or violates any Intellectual Property right of any third party, including claims of willful infringement.
10. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement, excluding any materials or Intellectual Property supplied by Contractor as part of the performance of Services, shall become the property of JPA and cannot be used without JPA's express written permission. JPA shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the JPA. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. JPA's Right to Audit. JPA retains the right to review and audit, and the reasonable right of access to Contractor's and any subcontractor's premises to review and audit, the Contractor's compliance with the provisions of this Agreement ("JPA's Audit Right"). The JPA's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Contractor's premises, of any and all Work-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the JPA in its sole discretion. The JPA's Audit Right shall also include the right to interview current or former employees and subcontractors of Contractor with respect to matters or issues under audit. The information obtained pursuant to this section shall be disclosable to third parties as required by applicable law.
 - 11.1. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

11.2. Contractor shall, without limitation, permit the JPA, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the JPA shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

11.3. Contractor shall include audit provisions in any and all of its subcontracts and shall ensure that provision is binding upon all subcontractors.

11.4. Contractor shall comply with these provisions within fifteen (15) days of the JPA's written request to review and audit any or all of Contractor's Work-related documents, records and information. The JPA's Audit Right and Contractor's compliance with the same, shall be at no additional cost to the JPA.

11.5. In the event the JPA's Audit Right, or an audit by the State Auditor, evidences payments to Contractor not in accordance with the provisions of this Agreement, Contractor shall immediately pay JPA the amount of said payments not in compliance in addition to all costs reasonably incurred by JPA in conducting an audit hereunder.

11.6. Contractor acknowledges and agrees that the JPA's Audit Right, pursuant to the foregoing provisions, shall apply to, and may be utilized by the JPA for the production of, any records or documents subject to disclosure under the California Public Records Act, Government Code § 6250 et seq. ("CPRA"), unless otherwise exempt, and which may include, but are not limited to, records or documents in the JPA's constructive possession but under Contractor's control regardless if created, sent, received, stored, or maintained in a personal account or device of Contractor or its employees, as prescribed by applicable law. In the event the JPA exercises JPA's Audit Right in response to or as part of a request under the CPRA, Contractor agrees to provide JPA with an affidavit, if and as needed or requested by JPA, within five (5) days of JPA's request therefor, that certifies Contractor's search for and production of responsive records subject to disclosure pursuant to the CPRA, if any.

12. Termination.

12.1. For Convenience by Either Party. Either Party may terminate this Agreement upon sixty (60) days written notice. Contractor acknowledges that this sixty (60) day notice period is required so that the JPA can attempt to procure the Services from another source. Upon termination, JPA shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination.

12.3. For Cause by JPA. JPA may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Contractor; or

12.3.2. any act by Contractor exposing the JPA to liability to others for personal injury or property damage; or

12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by JPA shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for Cause, the JPA may secure the required services from another Contractor and if the expense, fees, and/or costs to the JPA exceed the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the JPA upon the receipt of the JPA's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to JPA.

12.4 Upon termination and prior to final payment, Contractor shall provide the JPA with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. The parties shall defend, indemnify, and hold harmless each and their representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, copyright infringement, to the extent the harm arises from their negligence, recklessness or intentional conduct in the performance of the Agreement.

14. Insurance.

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance in an amount no less than the amount specified below. Upon request, Contractor shall furnish proof of insurance to JPA.

14.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the JPA, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, insurance coverage, as specified in the chart below, for the protection of any employee(s) not

otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ 1,000,000 \$ 1,000,000
Workers Compensation	Statutory Limits

14.2. Proof of Carriage of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to the JPA and approved by the JPA. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the JPA, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the JPA and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured's under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by JPA.

14.2.4. All policies shall be written on an occurrence form.

14.2.5. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the JPA.

14.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the JPA.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
16. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of the governing board of the JPA and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the JPA, in writing, and, at the sole option of the JPA, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the JPA. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the JPA of the violation, Contractor shall bear all costs arising therefrom.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. Safety and Security: Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the JPA the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
20. Anti-Discrimination. It is the policy of the JPA that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
21. Fingerprinting. The Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations. The Contractor shall not permit any agent, subcontractor or employee performing Services to have any contact with JPA pupils until such time as the agent, Contractor or employee has verified in writing to the governing board of the JPA that the agent, Contractor or employee has not been convicted of a felony, as defined in Education Code section 45122.1. The agent, Contractor or employee's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the JPA, or acting as independent contractors of the agent, Contractor or employee. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this

Agreement, shall be provided in writing to the JPA prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

22. JPA's Evaluation of Contractor and Contractor's Employees and/or Subcontractors. The JPA may evaluate the Contractor in any manner which is permissible under the law. The JPA's evaluation may include, without limitation:

22.1. Requesting that JPA employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

22.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

23. Limitation of JPA Liability. Other than as provided in this Agreement, JPA's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

24. Confidentiality. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all proprietary information of the JPA and of all information received in the course of performing the Services. This requirement to maintain confidentiality shall survive beyond the termination of this Agreement

25. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to JPA:

Ed Tech JPA
Attn: Mark S. Williams
70 Washington Street
Oakland CA 94607
mwilliams@f3law.com
(510) 550-8228

If to Contractor:

Francie Heim
School Business Solutions, LLC
(530) 313-8516
francieheim@gmail.com

26. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

27. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the California county in which the JPA's administration offices are located.
28. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
30. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
31. Conflict of Interest. Contractor shall abide by and be subject to all applicable JPA policies, regulations, statutes or other laws regarding conflict of interest. Contractor shall not hire any officer or employee of JPA to perform any service by this Agreement. Contractor affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest that may arise as a result of such change will be brought to JPA's attention in writing. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts that constitute a violation of said provisions. In the event Contractor receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, Contractor agrees it shall immediately notify JPA of this information in writing. Contractor certifies that it is not receiving salary or remuneration, other than vacation pay, from any other public agency for the Services.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

ED TECH JPA

Date: January 24, 2019

CONTRACTOR

Date: January 24, 2019

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

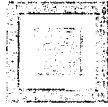
Title: _____ Title: _____

EXHIBIT A
SCOPE OF WORK OR SERVICES

Unless otherwise stated herein, the Parties acknowledge and agree that the Scope of Work or Services shall not consist of, incorporate, or include any terms and conditions of Contractor's proposal for this Agreement. The scope of Services to be performed by Contractor may be authorized or directed by the JPA on an individual basis pursuant to a Purchase Order issued to Contractor pursuant to this Agreement.

[INSERT] Description of Work:

20-41/4408206.1



AGREEMENT FOR LEGAL SERVICES

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

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

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

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

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

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

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

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

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

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

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

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

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 payable. 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 or an oral agreement only to the extent that the parties carry it out.

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.

EdTech JPA

Fagen Friedman & Fulfrost LLP

Type or Print Name

Chris Keeler

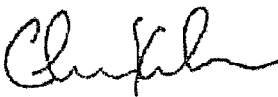
Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: January 18, 2019



PROFESSIONAL RATE SCHEDULE

EdTech JPA
January 22, 2019 through June 30, 2019

1. HOURLY PROFESSIONAL RATES

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

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

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

2. ON-SITE LEGAL SERVICES

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

3. COSTS AND EXPENSES

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

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

1. Paragraph 8 of the Agreement shall be modified to reflect the terms of Attachment "A" of the Joint Powers Agreement, namely that F3 shall be reimbursed for its legal fees from the gross sales of digital products by the JPA. All other terms shall remain unchanged.

20-41/4408186.1

TOPIC	Resolution 18-19-2: Approval of Learning Management Solution Platform RFP Process
DESCRIPTION	<p>Public Contract Code section 20118.2 allows school districts to acquire technology products and services through a Request for Proposals (RFP) process that takes into account requirements and evaluation criteria in addition to cost.</p> <p>Government Code sections 6500 and 6502 allow Joint Powers Authorities to exercise any power common to the contracting parties. Education Technology Joint Powers Authority is comprised of member school districts and as such may acquire technology products and services through the RFP process.</p> <p>Education Technology Joint Powers Authority's Associate Members provide a variety of educational courses to a large number of students. A Learning Management Platform is required to establish a platform for educators to customize learning. Both the number of learning management platforms and their available features have expanded rapidly in recent years. For that reason, Education Technology Joint Powers Authority seeks to conduct a formal selection process to identify a new Learning Management Platform.</p> <p>Given the specialized and critical nature of the Learning Management Platform, Education Technology Joint Powers Authority intends to publish an RFP with the following evaluation components (1) Functionality and Usability, (2) Vendor Experience and Ability to Perform, (3) Price, and (4) Technology Requirements.</p> <p>The RFP will be published in the 2018-19 school year and publicly advertised. The award of the RFP will be brought to the Board at the conclusion of the selection process.</p> <p>Board Agenda January 25, 2019</p>
FISCAL IMPACT	None
RECOMMENDATIO	Authorize the procurement of a Learning Management Solution

N

Platform and related services under Public Contract Code section 20118.2 2 and Government Code sections 6500 and 6502.
Approve the evaluation factors defined in the attached resolution.

TOPIC	Resolution 18-19-3: Approval of Notification System Platform RFP Process
DESCRIPTION	<p>Public Contract Code section 20118.2 allows school districts to acquire technology products and services through a Request for Proposals (RFP) process that takes into account requirements and evaluation criteria in addition to cost.</p> <p>Government Code sections 6500 and 6502 allow Joint Powers Authorities to exercise any power common to the contracting parties. Education Technology Joint Powers Authority is comprised of member school districts and as such may acquire technology products and services through the RFP process.</p> <p>Education Technology Joint Powers Authority's Associate Members provide educational services for a large number of students. A Notification System Platform is required to communicate with users regarding both emergency situations and educational matters. Both the number of notification system platforms and their available features have expanded rapidly in recent years. For that reason, Education Technology Joint Powers Authority seeks to conduct a formal selection process to identify a new Notification System Platform.</p> <p>Given the specialized and critical nature of the Notification System Platform, Education Technology Joint Powers Authority intends to publish an RFP with the following evaluation components (1) Functionality and Usability, (2) Vendor Experience and Ability to Perform, (3) Price, and (4) Technology Requirements.</p> <p>The RFP will be published in the 2018-19 school year and publicly advertised. The award of the RFP will be brought to the Board at the conclusion of the selection process.</p> <p>Board Agenda January 25, 2019</p>
FISCAL IMPACT	None

RECOMMENDATION

Authorize the procurement of a Notification System Platform and related services under Public Contract Code section 20118.22 and Government Code sections 6500 and 6502. Approve the evaluation factors defined in the attached resolution.

TOPIC	Resolution 18-19-1: Approval of Nutrition Management Solution Platform RFP Process
DESCRIPTION	<p>Public Contract Code section 20118.2 allows school districts to acquire technology products and services through a Request for Proposals (RFP) process that takes into account requirements and evaluation criteria in addition to cost.</p> <p>Government Code sections 6500 and 6502 allow Joint Powers Authorities to exercise any power common to the contracting parties. Education Technology Joint Powers Authority is comprised of member school districts and as such may acquire technology products and services through the RFP process.</p> <p>Education Technology Joint Powers Authority's Associate Members provide nutritious breakfast and lunch to a large number of students. A Nutrition Management Platform is required to monitor usage and account balances for users. Both the number of nutrition management platforms and their available features have expanded rapidly in recent years. For that reason, Education Technology Joint Powers Authority seeks to conduct a formal selection process to identify a new Nutrition Management Platform.</p> <p>Given the specialized and critical nature of the Nutrition Management Platform, Education Technology Joint Powers Authority intends to publish an RFP with the following evaluation components (1) Functionality and Usability, (2) Vendor Experience and Ability to Perform, (3) Price, and (4) Technology Requirements.</p> <p>The RFP will be published in the 2018-19 school year and publicly advertised. The award of the RFP will be brought to the Board at the conclusion of the selection process.</p> <p>Board Agenda January 25, 2019</p>
FISCAL IMPACT	None

RECOMMENDATION

Authorize the procurement of a Nutrition Management Solution Platform and related services under Public Contract Code section 20118.2 and Government Code sections 6500 and 6502. Approve the evaluation factors defined in the attached resolution.