

Education Technology Joint Powers Authority

Board Meeting Agenda Attachments

2/7/2019 2:00pm

- 1.....1/25/19 Minutes
- 2..... Logo Options
- 3..... Founding Member
Criteria for Discussion
- 4..... California School
Inspections/Bill McGuire
& Associates Proposal
for Services
- 5..... Agreement for
Legal Services

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

January 25, 2019 3:00 P.M.

Administration Center

5050 Barranca Parkway

Irvine, CA 92604

1. CALL TO ORDER

Minutes:

Francie Heim called the meeting to order at 3:00PM.

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

Minutes:

Present:

Brianne Ford with IUSD

Meg Keaney with F3

Michelle Bennett with IUSD

Mark Williams with F3

Jeremy Davis with Capistrano USD

Francie Heim individual consultant

Bill McGuire with Twin Rivers Unified

Present by Telephone:

Michael Johnston with Clovis Unified

John Morgan with Capistrano Unified

Susan Rutledge with Clovis Unified

Denise Cariaga with Clovis Unified.

4. APPROVAL OF MINUTES

Minutes:

There were no prior Board meetings or minutes to approve.

5. ACCEPTANCE OF CONSENT AGENDA

Minutes:

There is no consent agenda to approve.

6. UNFINISHED AND OLD BUSINESS

Minutes:

There is no unfinished or old business to approve.

7. APPROVAL OF THE AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

8. ELECTION OF BRIANNE FORD AS PRESIDENT

Motion Passed: Appoint Brianne Ford as President with a six month term

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

9. ELECTION OF JEREMY DAVIS AS VICE PRESIDENT

Motion Passed: Appoint Jeremy Davis as Vice President with a six month term, with the understanding that a vacancy may result in a change of officer, or a designee to act in his place.

Passed with a motion by Brianne Ford and a second by Jeremy Davis.

Yes Jeremy Davis

Yes Brianne Ford

10. ELECTION OF BRIANNE FORD AS SECRETARY

Motion Passed: Appoint Brianne Ford as Secretary with a six month term

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

11. ELECTION OF JEREMY DAVIS AS TREASURER

Motion Passed: Appoint Jeremy Davis as Treasurer with a six month term, with the understanding that a vacancy may result in a change of officer, or a designee to act in his place.

Passed with a motion by Brianne Ford and a second by Jeremy Davis.

Yes Jeremy Davis

Yes Brianne Ford

12. APPROVAL OF BYLAWS

Motion Passed: Approve the Bylaws as presented with the intent to continue to review and revise with new founding member input and present revised Bylaws for approval in June 2019.

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

13. APPROVAL OF RFPs

Motion Passed: Approve the three RFPs presented with a four percent (4%) administrative fee that can be re-visited for future RFPs.

Please add a summary line item description for each of the RFPs.

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

14. APPROVAL OF FRANCIE HEIM CONTRACT

Motion to Table: Approve the Francie Heim contract.

Motion Tabled with a motion by Jeremy Davis and a second by Brianne Ford. This item will be brought back to a future meeting for discussion and approval.

Yes Jeremy Davis

Yes Brianne Ford

15.

Motion to Table: Approve the F3 Professional Services Agreement.

Motion Tabled with a motion by Jeremy Davis and a second by Brianne Ford. Clovis Unified legal counsel will review and provide input to the board prior to approval.

Yes Jeremy Davis

Yes Brianne Ford

16. NEW BUSINESS

16.a. Discussion regarding authorization to negotiate and execute agreement to secure insurance for JPA Board.

No decision. Information will be brought back to the next meeting on possible insurance options.

16.b. APPROVAL OF PAYMENT TO UPTOWN STUDIOS

Motion Passed: Approve the F3 to enter into an agreement on behalf of the JPA with Uptown Studio for Four Thousand Dollars (\$4,000.00) to Uptown Studios for the design and development of the JPA website.

Motion Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford

16.c. Discussion regarding addition of new Founding members to be added in the months ahead.

Criteria for new founding member selection will be developed and brought back to the next meeting for discussion.

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

The JPA is in need of a host agency to establish a fund (with the county treasury) and set up a financial system that operates similar to a school district. Francie Heim will discuss with Clovis Unified will discuss the possibility of Clovis Unified taking on this activity and the item will be brought back to the next meeting for further discussion.

16.e. Discussion regarding meeting schedule and logistics.

Thursday afternoon at 2:00 appears to be a good time for the group.

17. SCHEDULING OF NEXT MEETING

The next meeting shall be held on February 7, 2019 at 2:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

18. ADJOURNMENT

Motion Passed: Adjourn the meeting.

Passed with a motion by Jeremy Davis and a second by Brianne Ford.

Yes Jeremy Davis

Yes Brianne Ford



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Overview

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

- Clovis Unified board will need to approve the establishment of a JPA fund; then it will be set up with the County Office of Education and County Treasurer
- JPA 2018-19 Budget developed and approved
- JPA approval process developed for contracts and expenditure approval
- JPA approval process for invoice of Founding Member contributions
- JPA bylaws should be amended to reflect that the Founding member designee of the LEA serving as the Administrative Unit, shall serve in the role of Treasurer
- The workload issues associated with the administrative unit, are highly dependent on the selection and activities of the Business Process Outsourcing (BPO). Clovis wishes to be involved in the selection process and workload design of the BPO.
- Clovis Unified will receive a fee for providing administrative services. Because of so many unknowns relative to workload, a proposal for fee services will be developed in the coming months, with consideration given to a portion of fees generated by the JPA designated as income to Clovis Unified.

ED Tech JPA Administrative Unit Duties

DRAFT for Discussion

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

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

Listing of Duties:

Establish a JPA fund with the County Treasurer

Develop an annual JPA budget for the JPA board to approve and provide periodic budget updates to the JPA Board

Receive Income from the JPA

Process Expenditures for the JPA

Act as the Treasurer for the JPA

Provide updates to the JPA board of Year to Date transactions as deemed appropriate

Prepare end of year financial statements and present to the JPA board

AU will work with an independent auditor, selected by the JPA board, to prepare an annual audit for approval by the JPA board.

Prepare and submit any required financial documents to CDE, State of California, Federal Government

Develop best practices of internal control to ensure that all JPA transactions (income and expenditures) are processed similarly to a school district. This would mean the development of appropriate authorizations, purchase orders, contracts, accounts receivable invoicing, etc. to ensure the integrity of the financial transactions.

Develop best practices of reporting to the JPA board to ensure fiscal transparency.

At such time as the JPA board has employees, the JPA may elect to contract with districts who serve as the employer of record, or the JPA may elect to be their own employer. The administrative unit would perform related HR and Payroll functions, including STRS and PERS reporting that would be required.



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Founding Member Criteria for Discussion

2.7.2019

For discussion and Input with formal approval at the next meeting

As the JPA expands from 3 founding members to a maximum of 7, the Board should approve a criterion to use in evaluating potential new members.

Background

As discussed at the last JPA meeting, Jeremy Davis is moving from Capistrano Unified to Fullerton School district and has expressed an interest in having Fullerton School District be considered for a Founding Member. If this occurs, that would provide for 3 districts in Southern CA and one district in Central California (Clovis), and 3 potential additional Founding Member to reach the current maximum of 7.

Timeline

As the JPA is in the formational stages, expansion to three more Founding Members should be considered for the 2019-20 year.

Size/Scope

The JPA should consider the size and scope of an LEA, for example, a minimum of 10,000 students or more.

A Founding Member with a large student population will enhance the JPA with additional technology and purchasing/bid expertise, as well as adding to the JPA "buying power."

Specific Expertise

An LEA may be less than 10,000 students, but bring a specific level of expertise to the JPA that would enhance the JPA's mission.

Geographic Diversity

The JPA should consider geographic diversity in the Founding Members, making expansion to the Bay Area and Northern California the logical next steps for Founding Members

LEA Diversity

The JPA should build a strong working relationship with CCSESA (California County Superintendents Education Services Association), County Office CBOs and County Office Technology Leadership. Consideration should be given to having a county office as a Founding Member.

LEA Characteristics

An LEA under consideration as a Founding Member should be able to demonstrate a strong working relationship with Business and IT, with the LEA CBO and IT Leadership in support of the membership.

Written Commitment

The JPA should develop a written document to be signed by the LEA that demonstrates their commitment. The commitment letter will include at a minimum:

- Financial commitment of \$10,000 with payment details
- Commitment to attend board meetings with designee or alternate
- Commitment of business and technology to support the work of the JPA including assistance in developing new associate members
- Contribution of expertise in technology and purchasing

California School Inspections (CSI)/Bill McGuire & Associates

Proposal for Services

ED Tech JPA

Scope of Services

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

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

JPA Formation Leadership

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

JPA Strategic Planning

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

JPA Software Bids

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

JPA Website / Third Party Provider

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

JPA Founding and Associate Members

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

JPA Partnerships

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

Team

Bill McGuire

Francie Heim

Resumes provided as an attachment to this proposal

Hourly/Daily Rates

The following is the hourly and daily rate for consultants:

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

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

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

Estimated Contract for 2018-19 and 2019-20

For the 2018-19 year, the estimated time for Consultants would be 15 days, for an estimated \$19,500.

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

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

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

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

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

Payment Schedule

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

Francie Heim

RESUME OF QUALIFICATIONS

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

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

PROFESSIONAL
EXPERIENCE

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

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

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

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

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

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

LAST
POSITION

DEPUTY SUPERINTENDENT
ADMINISTRATIVE SERVICES
El Dorado County Office of Education
January 1, 1995 - December 2008

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

County Office General Fund Budget = \$50 million

Amador County Unified School District/Amador County Office of Education

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

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

El Dorado County Office of Education

Position: DIRECTOR OF BUSINESS SERVICES
 November 1981 to May 1987

EDUCATION

California State University
Sacramento, California

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

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

OTHER ACTIVITIES AND MEMBERSHIP

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

WILLIAM (BILL) C. MCGUIRE

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

EDUCATION

PEPPERDINE UNIVERSITY

Master's Degree - Concentration in School Business Administration

CENTRAL WASHINGTON UNIVERSITY

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

ADDITIONAL PROFESSIONAL DEVELOPMENT

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

EXPERIENCE

TWIN RIVERS UNIFIED SCHOOL DISTRICT

2014 TO PRESENT

Deputy Superintendent

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

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

ST HELENA UNIFIED SCHOOL DISTRICT

2010 TO 2014

Superintendent/Acting Superintendent/Chief Business Official

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

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

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

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

SCHOOL INNOVATIONS & ADVOCACY AND ENERGY EDUCATION

2008 TO 2010

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

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

CLOVIS UNIFIED SCHOOL DISTRICT

1996 TO 2008

Associate Superintendent of Administrative Services: 2002 to 2008

Associate Superintendent of Business Services: 1996 to 2002

Chief Executive Officer: Central Valley Support Services JPA

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

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

MERCED CITY SCHOOL DISTRICT

1991-1996

Assistant Superintendent, Administrative Services

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

CALAVERAS UNIFIED SCHOOL DISTRICT

1990-1991

Assistant Superintendent, Business Services

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

CALAVERAS COUNTY OFFICE OF EDUCATION

1986-1990

Assistant Superintendent/Director, Business Services

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

DEL NORTE COUNTY UNIFIED SCHOOL DISTRICT

1983-1986

Chief Accountant

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

PROFESSIONAL ASSOCIATION INVOLVEMENT

Fiscal Expert – Los Angeles Unified School District, Alum Rock Union School District
Lead Facilitator/Instructor for the FCMAT (Fiscal Crisis Management Assistance Team
CBO Mentor program,

USC School Business Certificate Presenter

National University Instructor Education Finance

CSU Fresno Instructor Education Finance

Presenter and Developer of Budget Basics & Adv. Budgeting Workshops for CASBO

CASBO President, CASBO Central Section President

CASBO Committee Chairs: Conference Committee, Professional Development
Committee, CASBO Facilities Conference

School Energy Coalition (SEC) Founding Member

ASBO Leadership Taskforce

EMCN (Education Mandated Cost Network) Chair and CASBO Liaison

Vice President of CIMS-USA

ASBO Pinnacle Award Winner

REFERENCES

Steve Martinez

Terry Bradley

Jeff Conwell

Joel Montero

Kevin Gordon

Superintendent, Twin Rivers Unified School District

Retired Superintendent, Clovis Unified School District

St. Helena Board of Trustees

Retired Chief Executive Officer, FCMAT

President of Capital Advisors Group



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 & Fulfrost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective January 22, 2019 through June 30, 2019:

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

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

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

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

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

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

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

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

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

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

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

8. BILLING STATEMENTS. 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. ***Additionally, Attorney shall be reimbursed for its legal fees from the gross sales of digital products by the Client. Q: what happens if the gross sales are insufficient to reimburse F3?***

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 ~~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.

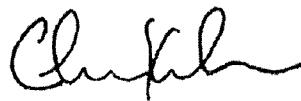
15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated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

Education Technology Joint Powers
Authority ("Tech JPA")

Fagen Friedman & Fulfrost LLP

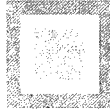


Brianna Ford, Chief Technology Officer

Chris Keeler, Managing Partner

DATE: _____

DATE: February 5, 2019



PROFESSIONAL RATE SCHEDULE

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

1. HOURLY PROFESSIONAL RATES

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

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

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

2. ON-SITE LEGAL SERVICES

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

3. COSTS AND EXPENSES

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

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