

**ADDENDUM AND AMENDMENT 2 TO ED TECH JPA MASTER AGREEMENT:
RFP NO. 18/19-01 Nutrition Services Management Platform**

This ADDENDUM AND AMENDMENT 2 TO ED TECH JPA MASTER AGREEMENT: RFP NO. 18/19-01 Nutrition Services Management Platform (“**Amendment 2**”) by and between EMS Linq Inc (“**Linq**” or “**Provider**”) and Education Technology Joint Powers Authority (“**Ed Tech JPA**”), is entered into on August 25, 2021 (the “**Amendment Effective Date**”), with reference to the facts set forth below. Linq and Ed Tech JPA agree to amend the terms and conditions of the Ed Tech JPA Master Agreement: RFP NO. 18/19-01 Nutrition Services Management Platform, with an Effective Date of March 28, 2019 (“**Master Agreement**”), upon and subject to the terms and conditions of this Amendment 2, notwithstanding anything to the contrary in the Master Agreement. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement.

RECITALS

- a. Titan School Solutions, Inc. (“**Titan**”), and Ed Tech JPA entered into the Master Agreement with an expiration date of March 27, 2022, with the option to extend the Master Agreement for two additional on year terms upon mutual written consent of both parties; and
- b. On October 30, 2020 Titan was acquired by Linq; and
- c. On March 30, 2021, Titan, Linq and Ed Tech JPA entered into an amendment to the Master Agreement whereby Titan assigned the Master Agreement to Linq, and Linq assumed the Master Agreement; and
- d. Linq and Ed Tech JPA have mutually agreed to amend the Master Agreement as set forth in this Amendment 2.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Linq and Ed Tech JPA hereby agree as follows:

1. Section 7.b. of the Master Agreement is hereby stricken and replaced with the following:
“Added Products are either a direct replacement or are substantially equivalent for original products listed in the RFP, VENDOR’s Proposal, the Master Agreement and/or any Purchase Agreements, or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the Education Intelligence and Analytics solution that VENDOR did not have at the time the RFP Proposal was submitted”.
2. Section 8 of the Master Agreement is hereby amended and restated in its entirety as follows in order to clarify that Linq may sell the Product(s) subject to this Master Agreement to legacy customers at a price lower than the price offered pursuant to the RFP and the Master Agreement:

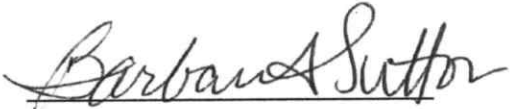
“VENDOR agrees not to sell directly, or through a reseller, to ED TECH JPA’s Eligible entities located in California or whose principal place of business is in California (regardless of whether the Eligible Entity is an Associate Member of the ED TECH JPA), including all California public school districts, county offices of education, and community college districts, and any other public agency in California whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle

such as ED TECH JPA, the Product(s) subject to the Master Agreement at a price lower than the price offered pursuant to the RFP and this Master Agreement. Notwithstanding anything herein to the contrary, any sales of Products by VENDOR or a reseller (including sales prior to and after the Amendment Effective Date) pursuant to agreements entered into prior to March 30, 2021, at any price and to any end user or Customer located in California or whose principal place of business is in California, shall not be a breach of this Section 8. Further, VENDOR may sell the Product(s) subject to this Master Agreement at a price lower than the price offered pursuant to the RFP and the Master Agreement to promote strategic partnerships with any end user or Customer located in California or whose principal place of business is in California. VENDOR shall notify Ed Tech JPA of any sales made at lower prices pursuant to the preceding sentence."

3. Linq and Ed Tech JPA agree to update pricing available to Participants with the revised pricing attached hereto as Exhibit A, pursuant to section 8 of the Master Agreement, which revised pricing shall be deemed to be included in Exhibit A of the Master Agreement.
4. Except as otherwise expressly modified herein, all terms and conditions of the Master Agreement shall remain in full force and effect. To the extent there is a conflict between this Amendment 2 and the Master Agreement, this Amendment 2 shall control.
5. This Amendment 2 may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, Linq and Ed Tech JPA have executed this Amendment 2 as of the Amendment Effective Date.

EMS Linq Inc


By: Barbara A. Sutton
Title: Director of Sales Ops.
Date: 8-23-21

Education Technology Joint Powers Authority



By: Brianne Ford
Title: President
Date: 8/25/2021

Exhibit A

One-Time Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP.

Provider Name: EMS LINQ, Inc.

One-Time Costs			
Item	Description	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost
Implementation	<i>Including but not limited to: Data Integration, Transition from Existing Systems, Project Management, Professional Services, Configuration Support, User/Permissions Setup Training (Core IT Staff, District Trainers and Teachers)</i>	See Below	See Below
Training	<i>Including but not limited to: Training Services(Core IT Staff, District Trainers and Teachers), Training Documentation (Electronic and Editable per RFP)</i>	See Below	See Below
Other	<i>Please Describe:</i>	See Below	See Below
SERV101-FR	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Free & Reduced/Student Management (Buildings 1-12)	\$1,600.00/Flat Fee (Sites 1-12)	\$1,600.00

SERV101-FR	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Free & Reduced/Student Management (Buildings 13+)	\$140.00/Flat Fee, Per Site (Each site, after 12 th site)	\$140.00
SERV101-INV	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Inventory (Buildings 1-12)	\$1,600.00/Flat Fee (Sites 1-12)	\$1,600.00
SERV101-INV	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Inventory (Buildings 13+)	\$60.00/Flat Fee, Per sites (Each site, after 12 th site)	\$60.00
SERV101-PUR	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Purchasing	\$200.00/Flat Fee, Per District	\$200.00
SERV101-AR	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price	\$400.00/Flat Fee, Per District	\$400.00

	Implementation & Training of Accounts Receivable		
SERV101-AP	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Accounts Payable	\$400.00/Flat Fee, Per District	\$400.00
SERV101-GL	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of General Ledger	\$400.00/Flat Fee, Per District	\$400.00
SERV101-MP	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Menu Planning & Nutritional Analysis	\$400.00/Flat Fee, Per District	\$400.00
SERV101-PRO	Professional Services, Remote Services will be performed remotely according to the agreed upon project, Fixed Price Implementation & Training of Production	\$200.00/Flat Fee, Per District	\$200.00

Annual Recurring Costs: Expand the following tables as required to provide pricing for the proposed system to meet the requirements specified in this RFP. Include Software Upgrade Costs and Maintenance Support and Assurance. Explain any escalation or price change for each year if pricing for each year is not identical. Provide the hourly rate for services not covered by warranty or service contracts. If pricing is different based on quantity of licenses purchased, or any other factor(s), please provide pricing for Tier 1 and Tier 2, along with specifications to qualify for each Tier. If inadequate specifications are made Participating Associate Members may select which Tier they belong in, to the best of their knowledge.

Tier 1 Annual Recurring Costs			
Specify number of licenses and any additional requirements to qualify for Tier 1 Pricing:		Pricing for licenses 75 and under.	
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution TFAR100/TSTU100	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Free and Reduced/Student Management Annual Subscription Fee, Each Building (Qty. 1-75)	\$450.00/Per Site	Year 1:\$450.00 Year 2:\$450.00 Year 3:\$450.00 Year 4:\$450.00 Year 5: <u>\$450.00</u> TOTAL: \$2,250.00
SaaS Solution TPOS100	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Point of Service Annual Subscription Fee, Each Terminal (Qty. 1-75)	\$200.00/Per Line	Year 1:\$200.00 Year 2:\$200.00 Year 3:\$200.00 Year 4:\$200.00 Year 5: <u>\$200.00</u> TOTAL: \$1,000.00
SaaS Solution TVEN100	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Vending Annual Subscription Fee, Each Machine	\$795.00/Per Machine	Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00 TOTAL:\$3,975.00

<p>SaaS Solution</p> <p>TINV100</p>	<p><i>Including but not limited to: Software, Licensing, training materials and release notes.</i></p> <p>Inventory</p> <p>Annual Subscription Fee, Each Warehouse</p>	<p>\$795.00/Per Warehouse</p>	<p>Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00</p> <p>TOTAL:\$3,975.00</p>
<p>SaaS Solution</p> <p>TPUR100</p>	<p><i>Including but not limited to: Software, Licensing, training materials and release notes.</i></p> <p>Purchasing</p> <p>Annual Subscription Fee, Each District</p>	<p>\$795.00/Per District</p>	<p>Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00</p> <p>TOTAL:\$3,975.00</p>
<p>SaaS Solution</p> <p>TAR100</p>	<p><i>Including but not limited to: Software, Licensing, training materials and release notes.</i></p> <p>Accounts Receivable</p> <p>Annual Subscription Fee, Each District</p>	<p>\$795.00/Per District</p>	<p>Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00</p> <p>TOTAL:\$3,975.00</p>
<p>SaaS Solution</p> <p>TAP100</p>	<p><i>Including but not limited to: Software, Licensing, training materials and release notes.</i></p> <p>Accounts Payable</p> <p>Annual Subscription Fee, Each District</p>	<p>\$795.00/Per District</p>	<p>Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00</p> <p>TOTAL:\$3,975.00</p>
<p>SaaS Solution</p> <p>TGL100</p>	<p><i>Including but not limited to: Software, Licensing, training materials and release notes.</i></p> <p>General Ledger</p> <p>Annual Subscription Fee, Each District</p>	<p>\$795.00/Per District</p>	<p>Year 1:\$795.00 Year 2:\$795.00 Year 3:\$795.00 Year 4:\$795.00 Year 5:\$795.00</p> <p>TOTAL:\$3,975.00</p>

Upgrade & Update Costs N/A	<i>Including but not limited to: Updated training materials and release notes.</i> <i>Included in SaaS</i>	\$0.00	Year 1:\$0.00 Year 2:\$0.00 Year 3:\$0.00 Year 4:\$0.00 Year 5:\$0.00 TOTAL:\$0.00
Other	Please Describe: TITAN Parent Portal: <ul style="list-style-type: none"> - Online Applications are included with the Free and Reduced module – there is no additional cost to the district - Online Payment Processing Fee of \$2.60 is collected from the parent with each transaction – there is no additional cost to the district. 	\$0.00	Year 1:\$0.00 Year 2:\$0.00 Year 3:\$0.00 Year 4:\$0.00 Year 5:\$0.00 TOTAL:\$0.00
Total Annual Recurring Costs			Year 1:\$6,390.64 Year 2:\$6,390.64 Year 3:\$6,390.64 Year 4:\$6,390.64 Year 5:\$6,390.64 TOTAL: \$31,953.20

Tier 2 Annual Recurring Costs	
Specify number of licenses and any additional requirements to qualify for Tier 2 Pricing:	Discount pricing for the following licenses between the quantity of 76-125.

Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)
SaaS Solution TFAR100-125	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Free and Reduced/Student Management Annual Subscription Fee, Each Building (Qty. 76-125)	\$393.75/Per Site	Year 1: \$393.75 Year 2: \$393.75 Year 3: \$393.75 Year 4: \$393.75 Year 5: \$393.75 TOTAL: \$1,968.75
TPOS100-125	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Point of Service Annual Subscription Fee, Each Terminal (Qty. 76-125)	\$175.00/Per Line	Year 1: \$175.00 Year 2: \$175.00 Year 3: \$175.00 Year 4: \$175.00 Year 5: \$175.00 TOTAL: \$875.00
TINV100-125	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Inventory Annual Subscription Fee, Each Warehouse (Qty. 76-125)	\$393.75/Per Warehouse	Year 1: \$393.75 Year 2: \$393.75 Year 3: \$393.75 Year 4: \$393.75 Year 5: \$393.75 TOTAL: \$1,968.75
TPRO100-125	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Production Annual Subscription Fee, Each Cafeteria (Qty. 76-125)	\$153.00/Per Cafeteria	Year 1: \$153.00 Year 2: \$153.00 Year 3: \$153.00 Year 4: \$153.00 Year 5: \$153.00 TOTAL: \$765.00

Maintenance and Support N/A	Included in SaaS	\$0.00	Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00
Upgrade & Update Costs N/A	Including but not limited to: Updated training materials and release notes. Included in SaaS	\$0.00	Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00
Other	Please Describe:		Year 1: Year 2: Year 3: Year 4: Year 5: TOTAL:
Total Annual Recurring Costs			Year 1: \$1,115.50 Year 2: \$1,115.50 Year 3: \$1,115.50 Year 4: \$1,115.50 Year 5: \$1,115.50 TOTAL: \$5,577.50

Tier 3 Annual Recurring Costs			
Specify number of licenses and any additional requirements to qualify for Tier 3 Pricing:		Discount pricing for the following licenses with a quantity of 126+	
Item	Examples of Included Items	Unit Cost (Indicate Flat Cost or Per Student, Staff, User, etc.)	Estimated Total Cost (Years 1-5)

SaaS Solution TFAR100-126+	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Free and Reduced/Student Management Annual Subscription Fee, Each Building (Qty. 126+)	\$337.50/Per Site	Year 1: \$337.50 Year 2: \$337.50 Year 3: \$337.50 Year 4: \$337.50 Year 5: \$337.50 TOTAL: \$1,687.50
SaaS Solution TPOS100-126+	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Point of Service Annual Subscription Fee, Each Terminal (Qty. 126+)	\$150.00/Per Line	Year 1: \$150.00 Year 2: \$150.00 Year 3: \$150.00 Year 4: \$150.00 Year 5: \$150.00 TOTAL: \$750.00
SaaS Solution TINV100-126+	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Inventory Annual Subscription Fee, Each Warehouse (Qty. 126+)	\$337.50/Per Warehouse	Year 1: \$337.50 Year 2: \$337.50 Year 3: \$337.50 Year 4: \$337.50 Year 5: \$337.50 TOTAL: \$1,687.50
SaaS Solution TPRO100-126+	<i>Including but not limited to: Software, Licensing, training materials and release notes.</i> Production Annual Subscription Fee, Each Cafeteria (Qty. 126+)	\$131.25/Per Cafeteria	Year 1: \$131.25 Year 2: \$131.25 Year 3: \$131.25 Year 4: \$131.25 Year 5: \$131.25 TOTAL: \$656.25
Maintenance and Support N/A	Included in SaaS	\$0.00	Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00
Upgrade & Update Costs N/A	<i>Including but not limited to: Updated training materials and release notes.</i> Included in SaaS	\$0.00	Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00

Other	<i>Please Describe:</i>		Year 1: \$0.00 Year 2: \$0.00 Year 3: \$0.00 Year 4: \$0.00 Year 5: \$0.00 TOTAL: \$0.00
Total Annual Recurring Costs			Year 1: \$956.25 Year 2: \$956.25 Year 3: \$956.25 Year 4: \$956.25 Year 5: \$956.25 TOTAL: \$4,781.25

Optional Services and Costs: Expand the following table as required to provide pricing for the proposed system to meet the requirements specified in this RFP. All costs for functionality in the proposal must be listed in the Optional Services/Solutions if not identified in the previous pricing forms. Costs not identified by the Provider shall be borne by the Provider and will not alter the requirements identified in this solicitation.

Optional Services/Solutions and Costs				
Item	Description <i>(Check box if required to meet minimum requirements of this RFP)</i>	Dependent Requirements <i>(If required to meet requirements in this RFP, list requirements that are dependent on the Optional Services/Costs OR Future development efforts)</i>	Unit Cost <i>(Indicate Flat Cost or Per Student, Staff, User, etc.)</i>	Estimated Total Cost <i>(Years 1-5)</i>
	<p>Professional Services, Remote – Hourly</p> <p>Additional Services</p> <p>The district can choose additional training services. Services will be performed remotely according to the agreed upon project, Per Hour</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>\$200.00, Per Hour</p> <p>____Recurring</p> <p>__X__One-Time</p>	<p>Year 1: \$200.00 Year 2: \$200.00 Year 3: \$200.00 Year 4: \$200.00 Year 5: \$200.00 TOTAL: \$1,000.00</p> <p>____Recurring</p> <p>X__One-Time</p>

	<p>Professional Services, On-Site</p> <p>Additional On-Site Services</p> <p>Services will be performed onsite according to the agreed upon project, Per Day (6 Hours)</p> <p>Note: Price does not include travel expenses</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>\$1,200.00 + Expenses, Per Day</p> <p>____Recurring <u>X</u>____One-Time</p>	<p><i>Year 1: \$1,200.00 Year 2: \$1,200.00 Year 3: \$1,200.00 Year 4: \$1,200.00 Year 5: \$1,200.00 TOTAL: \$6,000.00</i></p> <p>____Recurring <u>X</u>____One-Time</p>
	<p>Travel Expenses, On-site</p> <p>Charges for actual and reasonable out-of-pocket expenses including, but not limited to, travel and lodging expenses will be billed as incurred.</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>\$ TBD</p> <p>____Recurring <u>X</u>____One-Time</p>	<p><i>Year 1: \$TBD Year 2: \$TBD Year 3: \$TBD Year 4: \$TBD Year 5: \$TBD TOTAL: \$TBD</i></p> <p>____Recurring <u>X</u>____One-Time</p>
	<p>Keypad Programming</p> <p>To program the district's existing keypads to be compatible with TITAN (when applicable).</p> <p><input type="checkbox"/> Required to Meet Requirements</p>		<p>\$75.00, Per Keypad</p> <p>____Recurring <u>X</u>____One-Time</p>	<p><i>Year 1: \$75.00 Year 2: \$TBD Year 3: \$TBD Year 4: \$TBD Year 5: \$TBD TOTAL: \$75.00</i></p> <p>____Recurring <u>X</u>____One-Time</p>



AGENDA

REGULAR MEETING GOVERNING BOARD

1:00 P.M. July 29, 2021

Ed Tech JPA will hold a Board meeting on July 29, 2021, at 1:00 PM via web conference at Meeting ID meet.google.com/rwh-msdu-kfm Phone Number (US)+1 402-772-0170 PIN: 184 781 773# .

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

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

President	Brianne Ford
Vice-President	Jeremy Davis
Secretary	David Seabury
Treasurer	Michael Johnston

Board of Directors Founding Members

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	Sean Rozell/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	David Seabury/Kevin Monsma
San Juan Unified	Founding Member	Vacant/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate Greg Pitzer

Agenda

1. Determination of a quorum and call to order - roll call.

2. Approve the Minutes of the previous regular meeting.

3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction.

However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda

5. Board Member and Staff Reports

6. Treasurer Report

Michael Johnston will provide an update to the board.

7. Standing Reports

7.a. Membership

7.b. Communications

7.c. Procurement



7.d. Goals and Objectives

8. Consent Agenda

All matters of the Consent Agenda are considered to be routine and will be enacted by the Board in one motion, without prior discussion. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion.

Recommendation: Approve all items on the Consent Agenda.

Motion:

9. Items Removed from Consent Agenda

9.a.

10. Items of Business (Action)

10.a. Elect Director for San Juan Unified School District

Background information: The primary board member designee for San Juan Unified School District, Kent Stephens, has retired resulting in a vacancy in the board. San Juan Unified School District wishes to appoint Peter * Skibitzki-Skibitzki as their new primary board member.

Recommendation: Elect * Skibitzki-Skibitzki as primary designee for San Juan Unified School District.

Motion:

11. Items for Discussion

11.a. JPA Strategic Initiatives - signup sheet

Closing Items

12. Adjournment

Future Meetings

September 9, 2021

Telecommuting members of the public who wish to address the Board during the Board Meeting must complete the provided form at

https://docs.google.com/forms/d/1I12zovD0kE8DZmG3ElThhmnVAML0MWhSz_73BqMZEUs/edit prior to the start of the Board Meeting.

*Corrected 8/4/2021



Consent Agenda REGULAR MEETING GOVERNING BOARD

1:00 P.M. July 29, 2021

1. Ratify Approval of New Associate Members.

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

- Gridley Unified School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

2. Approve Amendment to Awarded Vendor Name.

Background Information: Ed Tech JPA awarded RFP No. 20/21-03 Social and Emotional Learning Assessment System to Patrick Cook-Deegan dba Project Wayfinder ("Project Wayfinder") at the May 27, 2021 board meeting. The vendor has since provided an updated W-9 reflecting their correct legal name.

Recommendation: Approve an amendment to the existing award from Patrick Cook-Deegan dba Project Wayfinder to Project Wayfinder Inc. ; and Resolution No. 21-22-1 awarding RFP No. 20/21-03 Social and Emotional Learning Assessment System to Project Wayfinder Inc. and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

3. Approve Amendment to Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 19/20-02 Assessment Platform to Snapwiz, Inc. dba Edulastic ("Edulastic") at the December 5, 2019 board meeting. Edulastic would like the capability to offer its services at no cost or at a discounted rate for trial periods ("pilots").

Recommendation: Approve an amendment to the existing agreement specifying that Edulastic may offer its product at no cost or at a discounted rate for pilots.

4. Approve Amendment to Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 20/21-03 Social and Emotional Learning Assessment System to Aperture Education, LLC ("Aperture") at the May 27, 2021 board meeting. Aperture would like the capability to offer its services at a discounted rate to promote strategic partnerships.

Recommendation: Approve an amendment to the existing agreement specifying that Aperture may offer its product at a discounted rate for strategic partnerships.

5. Approve Amendment to Vendor Agreement.



Background Information: Ed Tech JPA awarded RFP No. 18/19-01 Nutrition Services Management Platform to Titan School Solutions, Inc. who was subsequently acquired by EMS Linq Inc (“Linq”) at the March 15, 2019 board meeting. Linq would like the capability to offer its services at a discounted rate to promote strategic partnerships.

Recommendation: Approve an amendment to the existing agreement specifying that Linq may offer its product at a discounted rate for strategic partnerships.

6. Approve Amendment to Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 18/19-03 Learning Management Solution Platform to Instructure, Inc. (“Canvas”) at the May 10, 2019 board meeting. Canvas would like to add technical consulting as an added product substantially equivalent to the originally proposed support and training options.

Recommendation: Approve an amendment to the existing agreement specifying that Canvas may offer technical consulting.

7. Approve Issuance of RFP

Background Information: Irvine USD has volunteered to run a Request for Proposal (RFP) for: **Visitor Management System.**

Recommendation: Approve Resolution No. 21-22-2 authorizing issuance of the RFP with scoring criteria as presented and the administrative fee as approved at the January 23, 2020 board meeting.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

July 29, 2021 1:00 P.M.

Google Meet

1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:03 PM.

Present In Person:

N/A

Present by Telephone:

Brianne Ford with Irvine Unified School District

Susan Rutledge with Clovis Unified School District

David Seabury with El Dorado County Office of Education

Greg Pitzer with San Ramon Valley Unified School District

Sean Rozell with Capistrano Unified School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the June 24, 2021 Regular Board Meeting.

Passed with a motion by David Seabury and a second by Susan Rutledge.

Aye Brianne Ford
Aye Susan Rutledge
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell

3. PUBLIC COMMENT

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2.

4. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by David Seabury and a second by Susan Rutledge.

Aye Brianne Ford
Aye Susan Rutledge
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell

5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS

Minutes: Board members shared their district/counties' situations related to purchases and administrative matters.

6. ACCEPTANCE OF TREASURER REPORT

Minutes: End of year financials are being completed and will be prepared for the September 9th board meeting.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership

Minutes: Membership was discussed.

7.b. Communications

Minutes: Recent and planned communications with members were discussed, including the August newsletter.

7.c. Procurement

Minutes: Current and Future RFPs were discussed, including the upcoming Facilities and Resource Management and Absence Management RFPs.

7.d. Goals and Objectives

Minutes: The Annual Goals Progress Report and budget projections were reviewed.

8. ACCEPTANCE OF CONSENT AGENDA

8.a. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion. Approve all items on the Consent Agenda.

Motion Passed: Approve all items on the Consent Agenda.

Passed with a motion by David Seabury and a second by Susan Rutledge.

Aye Brianne Ford
Aye Susan Rutledge
Aye David Seabury
Aye Greg Pltzer
Aye Sean Rozell

9. ITEMS REMOVED FROM CONSENT AGENDA

9.a. Items Removed from Consent Agenda: None.

10. ITEMS OF BUSINESS (ACTION)

10.a. Accept San Juan Unified School District's selection for Director

Motion Passed: Accept Peter Skibitzki as primary designee for San Juan Unified School District with the secondary designee to be determined at a later date.

Passed with a motion by David Seabury and a second by Susan Rutledge.

Aye Brianne Ford
Aye Susan Rutledge
Aye David Seabury
Aye Greg Pltzer
Aye Sean Rozell

Peter Skibitzki joined the meeting.

11.ITEMS FOR DISCUSSION

11.a. JPA Strategic Initiatives - signup sheet

Minutes: Potential initiatives were discussed and will be re-visited at future board meetings.

Peter Skibitzki left the meeting

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 1:57 pm.

Passed with a motion by David Seabury and a second by Susan Rutledge.

Aye Brianne Ford
Aye Susan Rutledge
Aye David Seabury
Aye Greg Pltzer
Aye Sean Rozell

Future Meetings
September 9, 2021

**AMENDMENT 3 TO ED TECH JPA MASTER AGREEMENT:
RFP NO. 18/19-01 Nutrition Services Management Platform**

This AMENDMENT 3 TO ED TECH JPA MASTER AGREEMENT: RFP NO. 18/19-01 Nutrition Services Management Platform ("Amendment 3") by and between EMS Linq Inc ("Linq", or "Provider") and Education Technology Joint Powers Authority ("Ed Tech JPA"), is entered into on March 28, 2022 (the "Effective Date"), with reference to the facts set forth below. Provider and Ed Tech JPA agree to amend the terms and conditions of the Ed Tech JPA Master Agreement: 18/19-01 Nutrition Services Management Platform ("Agreements"), upon and subject to the terms and conditions of this Amendment 3, notwithstanding anything to the contrary in the Agreements. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreements.

RECITALS

- a. On March 28, 2019, Titan School Solutions, Inc. ("Titan") and Ed Tech JPA entered into the Master Agreement with an expiration date of March 27, 2022, with the option to extend the Master Agreement for two additional year terms upon mutual written consent of both parties; and
- b. One October 30, 2020 Titan was acquired by Linq; and
- c. On March 30, 2021 Titan, Linq and Ed Tech JPA entered into an amendment to the Master Agreement whereby Titan assigned the Master Agreement to Linq, and Linq assumed the Master Agreement; and
- d. On August 25, 2021 Linq and Ed Tech JPA entered into Amendment 2 to add additional products; and
- e. Provider and Ed Tech JPA have mutually agreed to amend the Agreements as set forth in this Amendment 3.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, representations, warranties, and conditions set forth herein, Provider and Ed Tech JPA hereby agree as follows:

1. The Agreements are hereby amended to extend the term end date through March 27, 2024.
2. Except as otherwise expressly modified herein, all terms and conditions of the Agreements shall remain in full force and effect. To the extent there is a conflict between this Amendment 3 and the Agreements, this Amendment 3 shall control.
3. This Amendment 3 may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

<<Signature Page Follows>>

IN WITNESS WHEREOF, Provider and Ed Tech JPA have executed this Amendment 3 to Ed Tech JPA Master Agreement: RFP No. 18/19-01 Nutrition Services Management Platform as of the Effective Date.

EMS Linq Inc



By: Susan Sharp

Title: COO

Date: 1/4/2022

Education Technology Joint Powers Authority



By: Brianne Ford

Title: President

Date: 1/5/2022