

ADDENDUM TO MASTER AGREEMENT

This ADDENDUM TO MASTER AGREEMENT (“Addendum”) by and between Informed K12 (“Vendor”) and EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY (“Ed Tech JPA”), is entered into on October 22, 2020 (the “Effective Date”), with reference to the facts set forth below. VENDOR and ED TECH JPA agree to amend the terms and conditions of the Master Agreement, upon and subject to the terms and conditions of this Addendum. In the event of a conflict of terms between the Master Agreement and this Addendum, this Addendum shall prevail. Initial capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement and in RFP No. 18/19-04 Electronic Document Routing.

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

1. Section 15 of the Master Agreement shall be revised to read as follows:

“15. ADMINISTRATIVE FEE

- A. VENDOR agrees to pay ED TECH JPA an administrative fee (the “Administrative Fee”) calculated as four percent (4%) of the gross invoiced amount of any Participant agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals. Vendors whose gross sales exceed two million dollars (\$2,000,000.00) each fiscal year may receive a discount and pay Administrative Fees as follows:

Sales Amount*	Administrative Fee**
\$2,000,000.00 - \$3,999,999.99	3.5%
\$4,000,000.00 and above	3%

*The fiscal year term is July 1 - June 30.

**Sales are the annual gross amount invoiced of any Participant Agreement with VENDOR based on an award under the RFP, including any Additional Services, or agreement extensions or renewals.

***Any discounted Administrative Fee shall be applied to Sales in the quarter after the minimum threshold has been met. Discounted Administrative Fees shall revert to four percent (4%) after the minimum threshold is no longer met.

For purchases made with federal funds, a different fee structure may apply. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Administrative Fee is not refundable to Participants or Vendors under any circumstances. In the event ED TECH JPA’s operating

costs increase, the Administrative Fee is subject to an increase to offset such increased costs. Any increase shall be authorized by Ed Tech JPA's Board of Directors ("Board") and shall take effect on the day approved by the Board. Any increase shall be communicated to Vendors with no less than thirty (30) days notice from ED TECH JPA, and VENDOR shall be permitted to amend this MA to increase pricing in the attached Exhibit A in direct proportion to the adjusted Administrative Fee. Such amendment shall take immediate effect and apply to all Purchase Agreements executed after the execution date of the Amendment.

B. Administrative Fees shall be reported and payable at the end of each quarter as follows:

Reporting Period	Due Date
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31
October 1 - December 31	January 31

- C. VENDOR must submit a check, payable to Education Technology Joint Powers Authority remitted to:
Ed Tech JPA
% Clovis Unified School District
Business Services Department
1450 Herndon Ave
Clovis, CA 93611
- D. The administrative fee shall not be included as an adjustment to VENDOR's Ed Tech JPA Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the Participating Associate Member.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from Participating Associate Member.
- G. Any payments that a VENDOR makes or causes to be made to Ed Tech JPA after the due date as indicated on the Quarterly Report Schedule shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.”

2. **Continuing Effect.** 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 Addendum and the Master Agreement, this Addendum shall control.

3. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and, together shall constitute one document.

IN WITNESS WHEREOF, VENDOR and ED TECH JPA have executed this Addendum to Master Agreement as of the Effective Date.


Education Technology Joint Powers Authority

Informed K12

Signature: 

Signature:

Name: Brianne Ford _____

Name:  _____

Title: President _____

Head of Finance & Operations
Title: _____

Date: 10/24/2020

Date: 10/22/2020