



Board Meeting List of Attachments October 30, 2019 1:30pm

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EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

September 27, 2019 1:30 P.M.

Procurement Center
5050 Barranca Parkway
Irvine, CA 92604

1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 1:34 PM.

2. PUBLIC COMMENT

None.

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

3. ROLL CALL

Present:

Brianne Ford with IUSD

John Morgan with Capistrano USD

Present by Telephone:

Mike McAdam with Fullerton SD as a member of the public

Michael Johnston with Clovis USD

4. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the August 29, 2019 Regular Board Meeting.

Passed with a motion by John Morgan and a second by Mike McAdam.

Yes Brianne Ford

Yes John Morgan

Yes Michael Johnston

Yes Mike McAdam

5. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by John Morgan and a second by Mike McAdam.

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

6. ACCEPTANCE OF BOARD MEMBER REPORTS

Minutes: a short JPA promo video and potential member outreach were discussed.

7. ACCEPTANCE OF TREASURER REPORT

Minutes: The Treasurer is working on financials.

8. ACCEPTANCE OF STANDING REPORTS

8.a. Membership

Minutes: Member outreach and discussions with potential members were discussed.

8.b. Communications

Minutes: The CASBO, CETPA, and CBO Symposium presentations were discussed.

8.c. Procurement

Minutes: The Mobile Device Management RFP,, Assessment RFP, Educational Intelligence and Analytics Solution RFP, Help Desk System RFP and upcoming RFPs for Web Design and Hosting, Absence Management, Identity Management, Student Transportation Tracking, Student Information System, and Library Management were discussed.

9. ACCEPTANCE OF CONSENT AGENDA

None.

10. OLD BUSINESS

10.a. Fagen Friedman And Fulfroost LLP (F3) Professional Services Agreement

Minutes: The F3 professional services agreement was discussed.

11. NEW BUSINESS

11.a. Approve El Dorado County Office Of Education as a Founding Member of the JPA

Motion Passed: Approve El Dorado County Office of Education as a Founding Member.

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

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

12. NEW BUSINESS (NON ACTION ITEMS)

12.a. Marketing and Communications Update.

Minutes: Member outreach was discussed.

13. PERSONNEL ITEMS

Minutes: None.

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

Minutes: None.

15. PRESENTATION OF WRITTEN COMMUNICATIONS

Minutes: None.

16. SCHEDULING OF NEXT MEETING

The next Regular Meeting shall be held on October 30, 2019 at 1:30PM at 5050 Barranca Parkway, Irvine, CA 92604, but may be changed at the discretion of the board .

17. ADJOURNMENT

Motion Passed: Adjourn the meeting.

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

Yes Brianne Ford

Yes John Morgan

Yes Michael Johnston

Yes Mike McAdam

JOINT POWERS AUTHORITY AGREEMENT (ED TECH JPA)

This Agreement is entered into by and between Capistrano Unified School District, a California public school district, located at 33122 Valle Rd, San Juan Capistrano, Orange County, California, Irvine Unified School District, a California public school district, located at 5050 Barranca Parkway, Irvine, Orange County, California, Clovis Unified School District, a California public school district, located at 1450 Herndon Ave, Clovis, Fresno County, California and Fullerton School District, a California public school district, located at 1401 W. Valencia Dr. Fullerton, Orange County, California.

RECITALS

WHEREAS, school districts throughout California and across the United States are increasingly implementing new technology for the provision of educational services in their curriculum; and

WHEREAS, most school districts currently procure their digital services and products individually and incur considerable costs and time in effectuating such procurements; and

WHEREAS, individual school districts often lack the student enrollment and expertise to negotiate economical prices for the digital services and products they purchase; and

WHEREAS, school districts are responsible for ensuring compliance with the requirements of various state and national data privacy laws to preserve student confidentiality when vendors receive confidential student data; and

WHEREAS, school districts and vendors alike share the desire to provide educational technology solutions to students in full compliance with the law, but lack the time and resources to negotiate agreements in a cost effective and timely manner on an individual basis; and

WHEREAS, the parties hereto and the districts who join hereafter, have the power under Government Code section 6250, et seq. to combine their separate efforts into a common purpose as a Joint Power Authority ("JPA"), a separate government agency that would facilitate the procurement of digital services and products on behalf of school districts, negotiate economical prices and terms for said districts, and further provide such products and services pursuant to legally compliant data privacy and security contracts; and

WHEREAS, there is a need for financial, technical and professional development support to ensure successful implementation of education technology products and services purchased by the JPA;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the undersigned parties do hereby agree as follows:

SECTION 1: DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

“Associate Member Agency” shall mean any Local Agency that shall have duly executed and delivered to the JPA an Associate Membership Agreement and as further provided in the Bylaws of the JPA.

“JPA” shall mean the Education Technology Joint Powers JPA created by this Agreement. For the purposes of this Agreement, the term JPA shall be synonymous with the term Public Agency, as defined in Government Code section 6500.

“Board of Directors” or “Board” shall mean the governing body of the JPA.

“Bylaws” shall mean the adopted Bylaws of the JPA as amended and/or restated in their latest approved form.

“Fiscal Year” shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the JPA.

“Government Code” shall mean the California Government Code, as amended.

“Insurance” shall mean any program of the JPA providing coverage against losses to Member Agencies who are participants in the program whether the coverage is based upon purchased insurance, self-insurance, pooled funding or any other similar mechanism, instrument or facility.

“Founding Member” shall mean any Public Agency which has executed this Agreement and has become a founding member of the JPA.

“Host Agency” Shall be the Member or Members who oversee the administration of the JPA and its record keeping.

SECTION 2: AUTHORITY

This Agreement is entered into pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (beginning with Section 6500), which authorizes two or more local public entities, such as the Member Agencies who are parties to this Agreement, to exercise any power which is common to each of them.

SECTION 3: CREATION OF JPA

Pursuant to California Government Code Sections 6500 et seq., a public entity of the State of California known as the Education Technology Joint Powers Authority has been created and does now exist. The JPA exists separately and apart from the Member Agencies. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the JPA shall be solely

its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Executive Director or of any Member Agency.

SECTION 4: PURPOSE

The purposes of the JPA include:

- a. Assist in the procurement of digital services and products on behalf of other school districts, including preparing the Request for Proposals, drafting the relevant agreements and negotiating the price and terms.
- b. Assist in the sale of digital products and services to local education agencies at a discount price.
- c. Ensuring that all products sold comply with student privacy laws and state procurement rules.
- d. Provide member services, including processing new members, and determining the product and procurement needs of member districts.
- e. Offer training and other professional development to the educators and technology employees of member agencies for the products and services sold by the JPA.

SECTION 5: POWERS

The JPA shall have all of the powers common to the parties to this Agreement and all additional powers afforded under California law to public entities such as JPA, formed for the purpose of jointly exercising powers common to their members. The JPA is also authorized by this Agreement to do all acts necessary for the exercise of its powers. The JPA's powers include, but are not limited to, the following:

- a. To make and enter into contracts.
- b. To incur debts, liabilities, and obligations.
- c. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- d. To sue and be sued in its own name, and to settle any claim against it.
- e. To receive and use contributions and advances from member Districts as provided in California Government Code Section 6505, including contributions or advances of personnel, equipment or property.
- f. To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- g. To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.
- h. To employ agents and employees.
- i. To receive, collect, and disburse moneys.

- j. To invest funds not necessary for the immediate operation of the JPA in such securities as allowed by section 53601 of the California Government Code.
- k. To carry out all provisions of this Agreement.
- l. To exercise other reasonable and necessary powers in furtherance or support of any purpose of the JPA or power granted by the Joint Powers Law, this Agreement or the Bylaws of the JPA.

SECTION 6: FOUNDING MEMBERS

a. Founding Members. Each local agency signatory to this Agreement shall be considered a Founding Member. The duties and privileges of Founding Members shall be as set forth in the JPA Bylaws and shall include full voting rights. There shall be no more than seven (7) Founding Members.

b. Joinder. The Founding Members to this Agreement further recognize that one or more additional public agencies may desire to become a party to, and be bound by, the terms set forth in this Agreement, and that the existing Parties to this Agreement may desire to allow one or more additional public agencies to become a party to the Joint Powers Authority Agreement. By executing the Founding Member Joinder Agreement, attached hereto as Exhibit B and incorporated herein by this reference, a public agency and the Parties to this Agreement agree that such public agency shall be deemed a party to this Joint Powers Authority Agreement, and shall be bound by all of the terms and conditions of this Agreement in all respects.

SECTION 7: CORRESPONDENT MEMBERS

The JPA may have members from outside of the State of California, who at the discretion and vote of the Board, may join as a Founding Member. In those states where Joint Power Authorities are not formally recognized, school districts and other local education agencies may join the JPA as Correspondent Members. The rights and privileges of Correspondent Members shall be as stated in the Bylaws.

SECTION 8: ASSOCIATE MEMBERS

As further detailed in the Bylaws, members who join the JPA and who are neither Founding members nor Correspondent Members shall be considered Associate Members.

SECTION 9: BOARD OF DIRECTORS

a. Governing Body. The JPA shall be governed by the Board of Directors, which shall be composed of one director representing each Founding Member. Each Founding Member shall appoint its representative to the Board of Directors. Such Director shall serve at the pleasure of the Founding Member. Each member shall have the right to designate an alternate on those occasions that the regularly serving Director cannot attend a meeting, or otherwise attend to the affairs of the JPA.

- i. Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the JPA receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; and (3) the death or resignation of the director or alternate director.
- b. Officers. The officers of the JPA shall be a President, Vice- President, Secretary, and Treasurer, whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.
 - i. President and Vice President. The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the JPA, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board.
 - ii. Secretary. The Board shall appoint a Secretary, who may, but need not, be a member of the Board of Directors. The Secretary shall serve at the pleasure of the Board.
 - iii. Treasurer. The treasurer may be someone from a member agency, the county treasurer where the JPA operates, or a certified public accountant who performs the job. Unless the Board of Directors determines otherwise, the Treasurer shall be appointed by the Host Agency and shall serve at the Host Agency's pleasure.
 - iv. Other Officers. The Board may appoint such other officers as it considers necessary, as provided in the Bylaws.
- c. Host Agency. The Founding Members shall appoint no less than one and no more than four of their members as the Host Agency. In the event two host agencies are selected, the Board, by resolution will demarcate their relative duties and responsibilities and in which office the Executive Director shall reside. The Host Agency or Agencies shall serve as the administrative centers for the authority, managing its affairs at the direction of the Board. JPA employees will be housed at the Host Agency, unless otherwise agreed to by the Board of Directors. The designation of the Host Agency or Agencies shall be for five years and may be regularly renewed in four-year terms thereafter. The Host Agency or Agencies shall be entitled to a management fee at a level consistent with that of the industry and which shall be determined by the Board of Directors.
- d. Committees. The Board may establish committees as it deems appropriate to conduct the business of the JPA. Members of Committees shall be appointed by the Board. Each Committee shall have those duties as determined by the Board, or as otherwise set forth in

the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Board as directed by the Board.

- e. Meetings. The Bylaws of the JPA shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- f. Ralph M. Brown Act. Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- g. Quorum. The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including one alternate in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws, or other applicable provisions of law.
- h. Bylaws. The JPA shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the JPA. Each Member Agency will be provided with copies of all such materials.
- i. Organizational Structure and Other Responsibilities.
 - i. The Board of Directors shall appoint an Executive Director who shall be responsible for the general administration of the business and activities of the JPA as directed by the Board of Directors.
 - ii. The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA, whose duties and responsibilities are outlined in more detail below.
 - iii. Subject to the direction of the Board of Directors, the Host Agency or Agencies shall provide for the appointment of such other staff of the JPA as may be necessary for the administration of the JPA.
 - iv. As determined by the Host Agency or Agencies, staff functions may be performed by employees of the JPA, by officers, directors and employees of Member Agencies and by agents, advisors and consultants retained under contract by JPA.
 - v. The Executive Director and other staff of the JPA shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the JPA and any contractual arrangements which may exist between the JPA and the respective person.
 - vi. Subject to any applicable contractual arrangements which may take precedence, the Executive Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the pleasure of the Host Agency or Agencies.

- vii. Principal Office. The principal office of the JPA shall be housed at the site the Host Agency or Agencies, as determined by the Board of Directors.

SECTION 10: AGENCY LIABILITY

The JPA shall be solely liable for all debts or obligations incurred by the JPA. The JPA shall maintain insurance coverage on its activities as determined by the Governing Board to be necessary and adequate.

SECTION 11: TREASURER RESPONSIBILITIES

The Treasurer shall have custody of and disburse the JPA's funds and property. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements below.

- a. The Treasurer shall:
- i. Receive and acknowledge receipt for all funds of the JPA and place them in the treasury of the Treasurer to the credit of the JPA.
 - ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all JPA funds so held by him or her.
 - iii. Pay any sums due from the JPA, as approved for payment by the Host Agency or by anybody or person to whom the Governing Board has delegated approval authority, making such payments from JPA funds upon warrants drawn by the Treasurer-Auditor.
 - iv. All warrants of the JPA shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize interest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument.
 - v. Verify and report in writing to the JPA and to Associate Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for the JPA, the amount of receipts since the last report, and the amount paid out since the last report.

SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET

- a. Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfrost ("General Counsel").
- b. Legal Services. General Counsel shall report to the Board of Directors. Counsel shall provide legal services and other requested additional services to the JPA, including the following:
- i. JPA formation and regulatory compliance.
 - ii. Preparation and review of all product and service RFPs and contracts.
 - iii. Compliance of all digital product and service offerings with all federal and state privacy laws.

- iv. Compliance of digital product and service offerings with federal and state procurement laws.
- v. Obtaining and maintaining trademarks and copyrights.
- vi. Representation in all commercial disputes arising from the operation of the JPA.
- vii. Employee and personnel law
- viii. Governance issues, including the Brown Act.

c. Other Services. General Counsel shall provide the following additional services, as requested:

- i. Marketing and Communication Services
- ii. If requested, assistance in the development of the JPA website
- iii. As needed, administrative services.

d. Development of Legal Budget. Legal services shall have a yearly budget, in an amount conforming with Attachment "A", hereto, and as part of the preparation of the Annual Budget, as set forth in Section 13(a), below. Each year, commencing June 30, 2019, General Counsel shall prepare a Report summarizing the legal activities of General Counsel for the previous year. The Report will also contain a budget and plan of activities for the following year. The Board shall review and approve the Report.

SECTION 13: ACCOUNTS AND RECORDS

a. Annual Budget. The JPA shall adopt an annual budget, which shall include a separate budget for each coverage program under development or adopted and implemented by the JPA. The Host Agency or Agencies shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the JPA shall continue to operate using the budget figures from the previous fiscal year.

b. Funds and Accounts. As directed by the Host Agency or Agencies, the Treasurer of the JPA shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the JPA. Books and records of the JPA in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of Associate Member Agencies. A quarterly unaudited financial statement will be ~~produced and distributed~~ available upon request to all Associate Member Agencies. The JPA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

c. Treasurer's Report. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and make such report available upon request to each Associate Member Agency.

d. Annual Audit. Pursuant to Government Code Section 6505, the JPA shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and

financial statements of the JPA, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the County Auditor of each California Associate Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the JPA.

SECTION 14: TERM OF AGREEMENT

Subject to the power to terminate any Member Agency's membership in the JPA, as provided for in this Agreement, this Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Founding Member Agencies agree that the Agreement, and the JPA, be continued.

SECTION 15: DISSOLUTION/WITHDRAWAL

a. Dissolution. This Agreement has no fixed timeframe and the Founding Member Agencies may dissolve the JPA when it no longer serves their interests. 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 Governing Board, or the Host Agency or Agencies, if the Governing Board delegates such duties. Any surplus funds remaining after payment of or providing for the JPA's obligations shall be returned to present and former Founding Member Agencies in proportion to contributions made and claims or losses paid.

b. Withdrawal. Any member of the JPA may withdraw from its status as a member and party to the JPA and party to this Agreement by giving notice in writing to the Board prior to January 1st of any fiscal year. Upon the withdrawal of any member, the Board of Directors shall establish a reserve account for all agency expenses and liabilities against the withdrawing member arising out of facts occurring while the withdrawing member was a member of the JPA, but submitted after said member has withdrawn from the same. In no event shall the withdrawing member be entitled to revenue obtained by the JPA after the last date of the fiscal year in which the member withdrew.

SECTION 16: ADDITION OF OTHER AGENCIES

Other agencies who request membership in the JPA as Founding Members may be added by a majority vote of the Board of Directors and upon Amendment to the Agreement. The Board of Directors will endeavor to add members from agencies outside of California as the develops and expands to serve such members.

Any Public Agency may, with the approval of the Board of Directors, become an Associate Member of the JPA by executing and delivering to the JPA an Associate Membership Agreement and as further provided in the Bylaws. An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the

JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the JPA.

SECTION 17: GENERAL PROVISIONS

- a. Amendment. This Agreement may be amended at any time by a 3/4 majority vote of the Board of Directors.
- b. Severability. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.
- c. Approval and Effective Date of Agreement. This Agreement shall be effective upon the approval of the Agreement the governing board of at least two listed members.
- d. Filing with Secretary of State. The President of the JPA shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.
- e. Complete Agreement. The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.
- f. Contract with Each Signatory. Each party to this Agreement shall be deemed and is a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

IN WITNESS THEREOF, each of the following agencies has caused this Agreement to be executed pursuant to a resolution adopted by its elected governing body.

Capistrano Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Irvine Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Clovis Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Fullerton School District

By: _____

Date: _____

Name: _____

Title: _____

General Counsel for Ed Tech JPA

By: _____

Date: _____

Name: _____

Title: _____

ATTACHMENT “A”
(Legal and Administrative Budget for General Counsel)

1. Commencing June 30, 2019 and continuing each year thereafter for a period of five (5) years, the legal budget and expenditures by General Counsel in a given year shall not be less than one percent (1%) and no more than two percent (2%) of the gross revenues of the JPA in the fiscal year in which they are incurred. The fees paid shall also reimburse the General Counsel for the legal costs of forming and initiating activities for the JPA. The fees thereafter shall be based on budgets established by the parties.
2. The fees stated in paragraph 1, above shall be exclusive of any fees administrative fees or additional services performed by General Counsel or related entity and independent of their General Counsel duties

ATTACHMENT "B"
Founding Member Joinder Agreement

This Founding Member Joinder Agreement is effective as of DATE, by and among the undersigned [PUBLIC AGENCY] (hereinafter referred to as ("New Founding Member")), whose address is listed on the signature page hereto, and the parties to that certain Joint Powers Authority Agreement dated ~~[INSERT date of first JPA Agreement]~~ January 7, 2019, and later modification ~~DATE~~dated April 8, 2019(s)].

Pursuant to, and in accordance with, Section 6(b) of the Joint Powers Authority Agreement, the New Founding Member hereby acknowledges that such New Founding Member has received and reviewed a complete copy of the Joint Powers Authority Agreement and its bylaws and agrees that upon execution of this Joinder, such Person shall become a party to the Joint Powers Authority Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Joint Powers Authority Agreement as though an original party thereto.

New Founding Member

By: _____ Date: _____

Name: _____ Title: _____

Ed Tech JPA President

By: _____ Date: _____

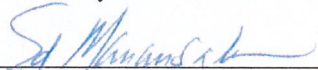
Name: _____ Title: _____

ATTACHMENT "B"
Founding Member Joinder Agreement

This Founding Member Joinder Agreement is effective as of October 30, 2019, by and among the undersigned El Dorado County Office of Education (hereinafter referred to as "New Founding Member"), whose address is listed on the signature page hereto, and the parties to that certain Joint Powers Authority Agreement dated January 7, 2019, and later modification dated April 8, 2019.

Pursuant to, and in accordance with, Section 6(b) of the Joint Powers Authority Agreement, the New Founding Member hereby acknowledges that such New Founding Member has received and reviewed a complete copy of the Joint Powers Authority Agreement and its Bylaws and agrees that upon execution of this Joinder, such Person shall become a party to the Joint Powers Authority Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Joint Powers Authority Agreement as though an original party thereto.

El Dorado County Office of Education

By: 

Date: 10/23/19

Name: Dr. Ed Manansala

Title: County Superintendent
of Schools, El Dorado County

Ed Tech JPA President

By: _____

Date: _____

Name: _____

Title: _____

**Education Technology Joint Powers Authority
RESOLUTION No. 19-20-1**

APPROVAL OF STUDENT INFORMATION SYSTEM RFP PROCESS

WHEREAS, the Education Technology Joint Powers Authority ("Ed Tech JPA") wishes to enter into Master Contracts with providers for Student Information Systems and related services in order to accommodate Associate Members' current and future student information system needs; and

WHEREAS, Student Information Systems and related services are of a specialized and unique nature; and

WHEREAS, Student Information Systems are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

WHEREAS, there has been a proliferation of services and products to reflect these changes; and

WHEREAS, pursuant to Public Contract Code section 20118.2, school districts are allowed to acquire Student Information Systems through a Request for Proposal ("RFP") process that takes into account system capabilities and other factors in addition to cost; and

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

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, Ed Tech JPA intends to publish an RFP for the acquisition of Student Information Systems and related services, with the following evaluation components: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements.

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

1. Ed Tech JPA's proposed procurement of Student Information Systems and related services qualifies as procurement under Public Contract Code section 20118.2 and is hereby authorized by the Board.
2. The evaluation factors are hereby authorized and approved.
3. The multiple award schedule of the RFP and authorization for the Board President to enter into a Master Contract between Ed Tech JPA and selected providers shall be taken by separate Board action.

ADOPTED, SIGNED AND APPROVED this 30th day of October, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

**Education Technology Joint Powers Authority
RESOLUTION No. 19-20-2**

APPROVAL OF LIBRARY MANAGEMENT SYSTEM RFP PROCESS

WHEREAS, the Education Technology Joint Powers Authority ("Ed Tech JPA") wishes to enter into Master Contracts with providers for Library Management Systems and related services in order to accommodate Associate Members' current and future library management system needs; and

WHEREAS, Library Management Systems and related services are of a specialized and unique nature; and

WHEREAS, Library Management Systems are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

WHEREAS, there has been a proliferation of services and products to reflect these changes; and

WHEREAS, pursuant to Public Contract Code section 20118.2, school districts are allowed to acquire Library Management Systems through a Request for Proposal ("RFP") process that takes into account system capabilities and other factors in addition to cost; and

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

WHEREAS, Ed Tech JPA members include school districts; and

WHEREAS, Ed Tech JPA intends to publish an RFP for the acquisition of Library Management Systems and related services, with the following evaluation components: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price , and (4) Technology Requirements.

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

1. Ed Tech JPA's proposed procurement of Library Management Systems and related services qualifies as procurement under Public Contract Code section 20118.2 and is hereby authorized by the Board.
2. The evaluation factors are hereby authorized and approved.
3. The multiple award schedule of the RFP and authorization for the Board President to enter into a Master Contract between Ed Tech JPA and selected providers shall be taken by separate Board action.

ADOPTED, SIGNED AND APPROVED this 30th day of October, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

RFP No. 19/20-01 Mobile Device Management RFP Scoring Sheet

Jamf Pro

All Forms Complete	Pass
1 Vendor Experience and Ability to Perform	Pass
2 Technology	Pass
3.1 Functionality and Usability: Part 1 Apple iOS Device Management	Pass
3.2 Functionality and Usability: Part 2 Apple MacOS Device Management	Pass
Price	Pass
Final Evaluation	Pass
Jamf School	

All Forms Complete	Pass
1 Vendor Experience and Ability to Perform	Pass
2 Technology	Pass
3.1 Functionality and Usability: Part 1 Apple iOS Device Management	Pass
3.2 Functionality and Usability: Part 2 Apple MacOS Device Management	Pass
Price	Pass
Final Evaluation	Pass

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-3

AWARD OF MASTER AGREEMENT FOR MOBILE DEVICE MANAGEMENT

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

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

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Mobile Device Management solutions and received two responses to its RFP; and

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

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

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

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

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

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

WHEREAS, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this 30th day of October, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

Education Technology Joint Powers Authority

RESOLUTION No. 19-20-4

AWARD OF MASTER AGREEMENT FOR MOBILE DEVICE MANAGEMENT

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

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

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Mobile Device Management solutions and received two responses to its RFP; and

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

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

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

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

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

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

WHEREAS, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this 30th day of October, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary