

AGENDA

REGULAR MEETING GOVERNING BOARD

1:00 P.M. February 24, 2022

Ed Tech JPA will hold a Board meeting on February 24, 2022, at 1:00 PM at the Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526.

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/alternate Kevin Monsma
San Juan Unified	Founding Member	Peter Skibitzki/alternate Susan Kane
San Ramon Valley Unified	Founding Member	Daniel Hillman/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. Second Interim Budget & SACS Report

Background information: Pursuant to AB 1200, Chapter 1213, Statutes of 1991 a local educational agency is required to examine and certify its financial condition twice during each fiscal year and submit updated financial projections to the Fresno County Superintendent of Schools. This certification responds to the ability of each school district or joint powers authority (JPA) to meet its current and multi-year financial commitments. The Second Interim Report reflects the agency's financial condition as of January 31 and is due to the Fresno County Superintendent of Schools by March 15 annually.

The Board of Education is required to certify the financial condition of the Education Technology JPA in one of the three categories as follows:

- Positive Certification, Meaning that the JPA will be able to meet its financial obligations for the current and two subsequent fiscal years.
- Qualified Certification, Meaning that the JPA may not meet its financial obligations for the current and two subsequent fiscal years.
- Negative Certification, Meaning that the JPA will be unable to meet its financial obligations for the remainder of the current year or for the subsequent fiscal year.

Recommendation: Approve the JPA's Second Interim Financial Report, as submitted, and adopt a Positive Certification indicating the JPA will be able to meet its financial obligations for the remainder of the *2021-22 fiscal year as required by Assembly bill 1200.

Motion:

11. Items for Discussion

11.a. Review and Discuss Strategic Initiatives



- 11.b. Review the current Administrative Fee (annual review)
- 11.c. Review and Discuss Bylaws (annual review)
- 11.d. Review and Discuss Founding Member Agreement (annual review)
- 11.e. Discuss the Member Survey in support of the Annual Evaluation and Plan (Pursuant to the Bylaws).

Closing Items

12. Adjournment

Future Meetings

March 31, 2022

Consent Agenda

REGULAR MEETING GOVERNING BOARD

1:00 P.M. February 24, 2022

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:

- Vacaville Unified School District
- Jurupa Unified School District
- Montebello Unified School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

2. Approve Check Register.

Background Information: A Check Register is presented to the Board listing checks which have been issued in accordance with established purchasing procedures of Ed Tech JPA. These checks are presented to the Board for ratification in accordance with the applicable provisions of the Education and Government Code Statutes of the State of California. A copy of the full report is attached.

Recommendation: Ratify issuance of checks as listed.

*Ratify

3. Approve Extension of Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 18/19-01 Nutrition Services Management Platform to Water Walkers Inc dba Health-e Pro ("Health-e Pro") at the March 15, 2019 board meeting. Health-e Pro would like to extend the term of the current agreement for an additional two years for a total of five years, in accordance with Education Code Section 17596.

Recommendation: Approve an amendment to the existing agreement with Health-e Pro to extend the term for a total of five (5) years.

*Ratify

4. Approve Extension of Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 18/19-03 Learning Management Solution Platform to MGRM Pinnacle, Inc. ("MGRM") at the May 10, 2019 board meeting. MGRM would like to extend the term of the current agreement for an additional two years for a total of five years, in accordance with Education Code Section 17596.



Recommendation: Approve an amendment to the existing agreement with MGRM to extend the term for a total of five (5) years.

*Ratify

3. Approve Extension of Vendor Agreement.

Background Information: Ed Tech JPA awarded RFP No. 18/19-04 Electronic Document Routing Solution to Companion Data Services, LLC ("Companion Data") at the May 30, 2019 board meeting. Companion Data would like to extend the term of the current agreement for an additional two years for a total of five years, in accordance with Education Code Section 17596.

Recommendation: Approve an amendment to the existing agreement with Companion Data to extend the term for a total of five (5) years.

*Ratify

List of Attachments

Board Meeting February 24, 2022

Item No.	Page No.	Description
1	7	January 27, 2022 Board Meeting Minutes
2	10	Annual Goals Progress Report
3	11	Strategic Initiatives
4	14	Master Agreement Excerpt (Administrative Fees)
5	16	Bylaws
6	29	Founding Member Agreement
7	39	Drafted Member Survey
8	47	Check Register
9	48	Second Interim Budget & SACS Report

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

January 27, 2022 1:00 P.M.

Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526

1. CALL TO ORDER AND ROLL CALL

Minutes:

David Seabury called the meeting to order at 1:01 PM.

Present:

Michelle Bennett with Irvine 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
Michael Johnston with Clovis Unified School District
Peter Skibitzki with San Juan Unified School District
Mike McAdam with Fullerton School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the December 9, 2021 Regular Board Meeting.

Passed with a motion by Sean Rozell and a second by Michael Johnston.

Aye Michelle Bennett
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell
Aye Peter Skibitzki
Aye Mike McAdam

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 Sean Rozell and a second by Michael Johnston.

Aye Michelle Bennett
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell
Aye Peter Skibitzki
Aye Mike McAdam

5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS

Minutes: Board members shared their district/counties' situations related to purchases and administrative matters and matters related to Covid-19.

6. ACCEPTANCE OF TREASURER REPORT

Minutes: Irvine USD and Clovis USD recently discussed tracking of Quarterly Reports. Quarterly Reporting Form may be updated soon. The Audit Report will be later this year, most likely at the April board meeting.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership

Minutes: Membership was discussed.

7.b. Communications

Minutes: The CBO mentor program was discussed and recent and planned communications with members were discussed.

7.c. Procurement

Minutes: Current and Future RFPs were discussed.

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 Sean Rozell and a second by Michael Johnston.

Aye Michelle Bennett
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell
Aye Peter Skibitzki
Aye Mike McAdam

9. ITEMS REMOVED FROM CONSENT AGENDA

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

10. ITEMS OF BUSINESS (ACTION)

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

Motion Passed: Accept Daniel Hillman as primary designee for San Ramon Valley Unified School District with Greg Pitzer remaining the secondary designee.

Passed with a motion by Sean Rozell and a second by Michael Johnston.

Aye Michelle Bennett
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell
Aye Peter Skibitzki
Aye Mike McAdam

11.ITEMS FOR DISCUSSION

11.a. Review and Discuss Strategic Initiatives

Minutes: Strategic Initiatives were discussed.

12. ADJOURNMENT

Motion Passed: Adjourn the meeting at 1:35 pm.

Passed with a motion by Sean Rozell and a second by Michael Johnston.

Aye Michelle Bennett
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Sean Rozell
Aye Peter Skibitzki
Aye Mike McAdam

Future Meetings
February 24, 2022



EDUCATION TECHNOLOGY

JOINT POWERS AUTHORITY

ANNUAL GOALS PROGRESS REPORT

February 2022

The Education Technology Joint Powers Authority (Ed Tech JPA) aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities.

CURRENT POSITION

June 24, 2021	February 16, 2022	Goal for June 2022
88 Members 1,172,230 Students 15 Completed Procurements 56 Available Contracts \$138,612.33 Admin Fee Revenue 2020-21	97 Members 1,321,126 Students 16 Completed Procurements 62 Available Contracts \$156,089 Admin Fee Revenue 2021-22	110 Members 18 Completed Procurements \$160K Admin Fee Revenue 2021-22

Ed Tech JPA Strategic Initiatives 2021-22

Category	Activity	Complete/ Progress	Primary	Secondary/Addi tional
Membership	Annual Membership Survey	X	Michelle	Brie
	Processing New Member Applications/New Member Onboarding	X	Michelle	Sarah (IUSD)
	Potential Member Outreach - Identifying Underrepresented Regions, Members with no Contracts		Brie	Michelle
	Potential Member Outreach - Direct Contact with Districts/COEs		Michelle (coordinate updates)	ALL (Assigned by County)
	Direct Calls to Members w/o Contract Usage		Michelle (coordinate updates)	ALL (Assigned by County)
Procurement	Draft and Administer Facilities Management RFP	X	Michelle	Brie, F3
	Draft and Administer Absence Tracking/Substitute RFP	X	Michelle	Brie, F3
	Draft and Administer Visitor Management RFP	Replaced with HR RFP	Michelle	Brie, F3
	Contract negotiations/tracking	X	Michelle	F3
	Contract Amendments (Acquisitions, Product Updates, Admin Fee)	X	Michelle	F3
	Maintain Procurement Calendar and Prepare Board Items	X	Michelle	Brie

Outreach/Marketing	Refresh Ed Tech JPA Website	X	Michelle/Brie	IUSD Web Team
	Update Ed Tech JPA Website URL (edtechjpa.org)	X	IUSD Web Team	Michael, Jeremy, Michelle, Brie
	CITE Conference Participation/Presentation	X	Brie	Jeremy, Michelle
	CASBO Conference Participation/Presentation	In Process	Michael	Brie, Michelle
	CASH Conference Participation/Presentation (end of Feb in Sacramento)	N/A	Sean	
	Develop Structure for Hosted Vendor Conferences (Product Presentations)	Postponed due to Member Input		Brie
	Vendor Conference 1 (multi-day): Data Assessment and Analytics (Assessment, Educational Intelligence, SEL awardees) - Host/Coordination	Postponed due to Member Input		IUSD Admin Team
	Vendor Conference 2: Web Design and Hosting - Host/Coordination	Postponed due to Member Input	David	IUSD Admin Team
	Signature Logo	X	IUSD Web Team	Michelle (coordinate)
	Ed Tech JPA branded T-shirts	X	Sean	Brie, Michelle
	Ed Tech JPA Youtube channel			
Financial Capacity	Maintain Budget, Update for Initial Adoption, Interim Revisions, Audit	X	Michael	Susan

	Request Admin Fee Quarterly Reports from Vendors	X	Susan	Michael
	Invoice Vendors for Admin Fee Payments	X	Susan	Michael
	Update Sales Projections Worksheet	X	Brie	Michelle, Susan
	Validate General Counsel/Consultant Expenditures	X	Michelle	Susan
	Evaluate Potential Alternative Revenue Streams		Michael	Jeremy & Greg Pitzer
	Pay legal fees, consultants, insurance, all other JPA costs	X	Susan	Michael
Board Operations	Prepare Board Agendas and Materials	X	Michelle	Brie
	Annual Evaluation Report	X	Brie	Michelle
	Annual Plan	X	Brie	Michelle
	Legal Budget and Plan	X	F3	Brie, Michelle
	Board Weekly Update	X	Michelle	Brie

Excerpt from Ed Tech JPA Master Agreement Template

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 and all revenue derived directly from any Participant Agreement, 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 and all revenue derived directly from any Participant Agreement, 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 B 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.**



Secretary of State
Registry of Public Agencies
(Government Code section 53051)

SF-405

FILED
Secretary of State
State of California

APR 19 2021

IMPORTANT — Read Instructions before completing this form.

There is No Fee for a Registry of Public Agencies filing

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

This Space For Office Use Only

1. Type of Filing (Check one)

- ☐ Initial Filing (first Registry of Public Agencies filing for an agency)
☒ Updated Filing (change to an existing Registry of Public Agencies record)

2. Agency Information

a Full Legal Name of Public Agency

Education Technology Joint Powers Authority

b Nature of Update (complete if Updated Filing)

Bylaws

c County

United States of America

d Official Mailing Address

1450 Herndon Avenue, Clovis, CA 93611

3. Chairperson, President, or Other Presiding Officer

a Name

Brianna Ford

b Title

President

c Business or Residence Address

1450 Herndon Avenue, Clovis, CA 93611

4. Clerk or Secretary

a Name

David Seabury

b Title

Secretary

c Business or Residence Address

1450 Herndon Avenue, Clovis, CA 93611

5. Other Members of the Governing Board (Enter as many as applicable Attach additional pages for additional members)

Name Jeremy Davis	Business or Residence Address 1450 Herndon Avenue, Clovis, CA 93611
Name Michael Johnston	Business or Residence Address 1450 Herndon Avenue, Clovis, CA 93611
Name Sean Rozell	Business or Residence Address 1450 Herndon Avenue, Clovis, CA 93611
Name Kent Stephens	Business or Residence Address 1450 Herndon Avenue, Clovis, CA 93611
Name Greg Medici	Business or Residence Address 1450 Herndon Avenue, Clovis, CA 93611

6. Date and Sign Below (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

4/8/21
Date

BDD
Signature

Brianne Ford
Type or Print Name



I hereby certify that the foregoing
transcript of 01 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

RAB

MAY 13 2021

SHIRLEY N. WEBER, Ph.D., Secretary of State

Page 17



Fagen Friedman & Fulfroft LLP

SACRAMENTO CA 957

14 MAY 2021PM 7 L



Vanessa Miller
Fagen Friedman & Fulfroft LLP
30 E River Park Place W, Suite 400
Fresno CA 93720

93720-1E3900



EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BYLAWS

I. NAME.

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

II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced education technology products and services to its members. The JPA will collect a fee from vendors for the sale of such products and services to its members and that fee will be used to pay for the cost of running the JPA ("Administrative Fee"). The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced technology products and services to its members. The JPA is committed to building capacity in its membership and may provide additional training and support as priorities are determined by the JPA Board of Directors ("Board"). The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 14, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

III. JPA BOARD.

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

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

IV. Membership and Participation.

A. Founding Membership. Founding Membership in the JPA shall be limited to public education agencies, cities, counties, and other governmental units. There will be no less than two (2) and no more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Authority Agreement (Ed Tech JPA) and additional founding members as approved by the Board.

- 1) Founding Members shall nominate one (1) person to serve on the JPA's Board of Directors, and one (1) alternate to serve in the Board Member's absence.
- 2) Only Founding Members are responsible for any proportionate share of expenses and entitled asset distributions, as may annually be allowed or assessed by the JPA's Board of Directors.
- 3) Founding Members shall pay a fee of \$10,000 upon initial acceptance as a Founding Member of the JPA. This initial fee and any other contribution or assessment made by the Founding Member shall be repaid by the revenues generated by the JPA and at such time as the Board may determine. This fee shall also be recoverable, if not already repaid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below.
- 4) In the event Ed Tech JPA incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Founding Members may be assessed a fee or fees as determined by a majority vote of the Board necessary to pay such extraordinary or unanticipated costs.
- 5) Founding Members may be located outside of the State of California.

B. Associate Membership. Associate Membership shall be available to public education agencies, cities, counties, and other governmental units to the extent allowed by law.

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

C. Initiating Membership. In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason.

1) **Associate Membership Application.** Any eligible public education agency, city or county, or other governmental unit, or other organization to the extent allowed by law may belong the JPA as an Associate Member. The Associate Member candidate must fill out and submit a Membership Application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the Associate Member's governing board or authorized agent agrees to acceptance of these Bylaws. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary.

2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must complete the founding membership application process as determined by the Board. If approved by the Governing Board, the Founding Member must deliver a copy of the duly authorized and executed Joint Powers Authority Agreement (Ed Tech JPA), also known as the Founding Member Agreement, and the fee as set forth in Article IV, Section A, above. By signing the Founding Member Agreement, the Founding Member's governing board and/or authorized agent agrees to acceptance of these Bylaws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

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

E. Withdrawal from Associate Membership. An Associate Member or Correspondent Member may elect to withdraw its membership from the JPA by a majority vote of its governing board and/or written request by an authorized signatory of the Associate Member or Correspondent Member. The withdrawal shall be effective at the Board meeting following the JPA's written receipt of the Associate Member or Correspondent Member's withdrawal unless an earlier date is mutually agreed upon.

F. Withdrawal from Founding Membership. A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its governing board and/or written request by an authorized signatory of the Founding Member. The withdrawal shall be effective on June 30 following the JPA's written receipt of the Founding Member's withdrawal unless an earlier date is mutually agreed upon. Notwithstanding the withdrawal, the proportionate share of any expenses already certified to the withdrawing member for the JPA shall be paid to the JPA. The terms of withdrawal from the JPA shall be governed by Government Code §§ 6522-6512. The withdrawing Founding Member shall not be eligible to receive program funds or any revenue shares arising or distributed in the fiscal years commencing after the effective date of withdrawal. The Founding Member's initial fee shall be recoverable, if not already repaid by the JPA.

G. Removal of Founding Member. A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The Founding Member subject to removal shall abstain from the vote. The removal shall be effective immediately following the vote. The removed Founding Member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal. The removed Founding Member's initial fee may be recoverable, if not already repaid, subject to majority approval of the Board.

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

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

V. ORGANIZATION AND PROCEDURE OF THE BOARD

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

B. Terms. Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent, authorized agent, or governing board. Founding Members may appoint a replacement for their appointed Board Member at the request of the Founding Member's governing board and/or authorized agent. The Founding Member's governing board or authorized agent may appoint a designee to serve in the temporary absence of the Board Member. In the event of a personnel or organizational change resulting in a vacancy a Founding Member may appoint a replacement for the appointed Board Member at the request of the Founding Member's governing board and/or authorized agent. Board Members may have additional terms at the discretion of the Founding Member's governing board or authorized agent.

C. Revenue. Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, each of the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than \$100,000 in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as an Host Agencies as set forth in in Article V, Section F, subd. 10, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors in addition to the fee/revenue sharing disbursement. The Board has discretion to reimburse Founding Members for Administrative Fees resulting from the purchases made pursuant to Master Agreements wherein it acted as the initiating agency. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

D. Organization. The Board of Directors shall appoint a Secretary, a Vice President, and a Treasurer. The Board member appointed by the agency serving as the Host Agency overseeing financial activities as described in Article V, Section F, subd. 10, *Host Agencies*, shall be appointed as Treasurer. The Board of Directors of the JPA shall designate an organizational meeting on alternating years wherein the Board shall elect officers (President, Vice-President, and Secretary). Upon a Board conflict or vacancy the Board may hold an election for officer roles as needed. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

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

E. Legal Address. The legal address of the Board shall be Clovis Unified School District Office, 1450 Herndon Avenue, Clovis, CA 93611. The procurement address of the JPA shall be Irvine Unified School District, 5050 Barranca Parkway, Irvine, CA 92604.

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

1) **Meeting.** The Board of Directors shall submit an annual evaluation report and plan of the effectiveness of programs and services which describes the objectives to be implemented to support the needs of the JPA's membership.

2) **Facilities.** The Board of Directors shall provide for or arrange for adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.

- 3) **Staff.** The Board of Directors is authorized to employ central administrative staff and other personnel as necessary to provide and support the agreed upon programs and services. The Board may discharge staff and personnel pursuant to provisions of law applicable to the employing agency for in-kind services provided by JPA members, and if a direct employee of the JPA, by provisions of law applicable California public school districts. The Board shall allow the JPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.
- 4) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA. Legal Counsel shall serve at the will and pleasure of the Board of Directors.
- 5) **Contracts.** The Board of Directors is authorized to enter into contracts to assist in the furtherance of the JPA's goals and objectives, including with independent contractors and consultants, and school boards of local education agencies, including organizations outside the JPA's state.
- 6) **Programs and Services.** The Board of Directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
- 7) **Governance.** The Board of Directors shall exercise all powers and carry out all duties delegated to it by members under provisions of the JPA's Bylaws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state of California.
- 8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, businesses, and industry and may appoint special advisory committees representative of these partners.
- 9) **Executive Committee.** The Board of Directors may establish an Executive Committee comprised of the JPA President, Vice-President, Secretary, and Treasurer. which is hereby empowered to exercise all the powers of the Board of Directors except as otherwise specifically proscribed in these Bylaws, during times when the Board of Directors does not meet or is unable to convene a meeting. Actions requiring a supermajority vote of the Board of Directors require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee. The Board President shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.
- 10) **Host Agencies.** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. A Host Agency must be a Founding Member. The duties of each Host Agency shall be overseen by the Board Member of the Host Agency. The Host Agency)shall be charged with carrying out the

purposes of the JPA, including, but not limited to: 1) general administrative support activities such as: preparing board agendas, minutes and supporting documents, scheduling board meetings, processing membership, general correspondence, maintaining content on the JPA website, and administration of professional development programs for member agencies 2) procurement activities such as: preparing and administering requests for proposal and negotiating agreements with technology providers; development and maintenance of technology contract registries;; and 3) financial activities such as: establishing a fund with the county treasurer; developing an annual budget; receiving income and processing expenditures; acting as the treasurer for the JPA, including updating the Board, preparing financial statements and contracting with an independent auditor; serving as the employer of record for JPA employees, including the performance of human resources and payroll functions. Host Agencies may be established for purposes not enumerated in this Section. In the event a Host Agency cannot, to the satisfaction of a majority vote of the Board, fulfill the duties prescribed by the Board, the duties of the Host Agency shall be transferred to another Founding Member. Host Agencies shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.

11) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors may appoint an Executive Director and such number of other personnel as may be deemed necessary. Upon appointment the Board shall approve a description outlining the duties and powers of the Executive Director.

12) **Staff.** Staff employed by the Host Agencies shall serve at the will and pleasure of the respective Host Agencies, subject to review and consideration by the Board. Staff employed directly by Ed Tech JPA shall serve at the will and pleasure of the Ed Tech JPA Board.

13) **Committees.** The Board of Directors may select advisory councils or committees to give advice and counsel to the Board. The councils or committees may be composed of representatives from public and nonpublic schools, cities, counties, and other governmental units, as well as representatives from business partners.

14) **Annual Plan.** The Board of Directors shall approve an annual plan and evaluation report.

G. Financial Support. Financial support for the JPA programs and services shall be primarily derived from revenue generated from services provided by the JPA. The JPA may receive private, state, and federal financial support supplementing as available. No Founding Member shall have any additional liability for the debts or obligations of the JPA except the initial contribution and any other liability the Founding Member assumes under these Bylaws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues as approved by the Board and the Administrative Fees from vendors resulting from purchases leveraging JPA agreement earned by and paid to the JPA.

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

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

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

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

L. Insurance. The Board may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board.

VI. MEETINGS AND MINUTES OF PROCEEDINGS

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

1. An electronic agenda shall be sent to each Founding Member at least three (3) days prior to the regular meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.

2. A quorum at any meeting of members of the Board shall consist of a majority of the elected Board of Directors.

3. The order of business at the Board meetings shall be as follows, unless modified by a vote of the Board:

- a. Determination of a quorum and call to order
- b. Approval of minutes of previous meeting
- c. Public Comment
- d. Approval of Agenda
- e. Board Member and Staff Reports
- f. Treasurer Report
- g. Standing Reports

- h. Consent Agenda
- i. Items Removed from Consent Agenda
- j. Items of Business (Action)
- k. Items for Discussion
- l. Adjournment.

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

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

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

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


A. Rules of Order. The rules of parliamentary procedure in the latest edition of Robert's Revised Rules of Order shall govern the Board and advisory committees and councils in their deliberations in all matters except as otherwise provided in these Bylaws. Rules may be amended at any meeting by a majority vote. The order of business may be suspended at any meeting by mutual agreement or by a majority vote.

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

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


VIII. AMENDMENTS

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



Brianne Ford, President

3/5/21
Date



David Seabury, Secretary

3/5/21
Date

**JOINT POWERS AUTHORITY AGREEMENT
(ED TECH JPA)
FOUNDING MEMBER AGREEMENT**

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, Fullerton School District, a California public school district located at 1401 W. Valencia Dr. Fullerton, Orange County, California, El Dorado County Office of Education located at 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District located at 3738 Walnut Avenue, Carmichael, CA 95608, and San Ramon Valley Unified School District.

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 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 Powers Authority ("JPA"), a separate government agency that would facilitate the procurement of digital services and products on behalf of public agencies, negotiate economical prices and terms for said public agencies, 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 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 Authority 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.

"Director" shall mean a member of the Board of Directors of the JPA.

"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.

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

"Host Agency" Shall mean the Member or Members who oversee the administration of the JPA and its record keeping.

"Member Agency" shall mean all Founding Members and Associate Members of the JPA.

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 technology products and services on behalf of other public agencies, including preparing the Request for Proposals. drafting the relevant agreements and negotiating the price and terms.

- b. Ensuring that all procurement agreements comply with student privacy laws and state procurement rules.
- c. Provide member services, including processing new members, maintaining procurement and contract documentation, and determining the product and procurement needs of Member Agencies and assisting Member Agencies in accessing JPA services..
- d. Offer training events and other professional development and support to the educators and technology employees or member agencies for the products and services sold by the JPA as priorities are determined by the Board.

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 Agencies 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. The maximum number of Founding Members shall be as stated in the Bylaws of the JPA.
- 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 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 Attachment 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, to the extent allowed by law, who at the discretion and vote of the Board, may join as Associate Members or Founding Members. 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 of the JPA.

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 Founding 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 Founding Member of the removal of the Director or alternate Director; (2) the withdrawal of the Founding Member from this Agreement; and/or (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 President and Vice President for the next term, in each succeeding alternating fiscal year. Each officer shall assume the duties of his or her office upon election. If either the President or Vice President ceases to be a member of the Board or is unable to fulfill his or her duties or resigns, 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 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 responsible for financial activities of the JPA

- 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 of the JPA.
 - c. **Host Agency.** The Founding Members shall appoint no less than one and no more than four of the Founding Members as the Host Agency. In the event two or more host agencies are selected, the Board will demarcate their relative duties and. The Host Agency or Agencies shall serve as the administrative centers for the JPA, 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 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 or the Board of Directors which shall include, in any event, at least three regular meetings 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 or virtual meeting in the case of a noticed telephonic or virtual meeting) of a majority of the then duly appointed Directors (including one alternate in the case of absence of the Director) 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. Such materials will be made available to each Member Agency.
 - i. **Organizational Structure and Other Responsibilities.**
 - i. The Board of Directors may 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 the 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 as employed by the JPA 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 (s) of 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 awns due from the JPA, as approved for payment by the Host Agency responsible for financial activities of the JPA 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. Treasurer shall ensure appropriate financial controls are in place to pay only appropriate warrants.

SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET

- a. Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfroost ("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 technology products and service agreements with all federal and state privacy laws.
 - iv. Compliance of technology procurements and resulting agreements 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
 - ix. Additional services as request and authorized by the Board.

- c. **Development of Legal Budget.** Legal services shall have a yearly budget in an amount conforming with the Agreement with Fagen, Friedman & Fulfrost LLP, 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. The Host Agency responsible for financial activities of the JPA 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. 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 Member Agencies. The JPA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- c. **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.

SECTION 14: TERM OF 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. Member Agencies shall have the power to terminate their membership in the JPA as set forth in this Agreement and in the Bylaws of the JPA.

SECTION 15: DISSOLUTION/WITHDRAWAL

- a. **Dissolution-** This Agreement has no fixed timeframe and the Founding Member s 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 Founding member of the JPA may withdraw from its status as a Founding 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 and in accordance with the Bylaws. Upon the withdrawal of any Founding Member, the Board of Directors shall establish a reserve account for all agency expenses and liabilities against the withdrawing Founding Member arising out of facts occurring while the withdrawing Founding Member was a

Founding Member of the JPA, but submitted after said Founding Member has withdrawn from the same. In no event shall the withdrawing Founding Member be entitled to revenue obtained by the JPA after the last date of the fiscal year in which the Founding 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

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 undertaking 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 DistrictBy: Stephanie E. Avera
B36A0B00AF204B1Name: Stephanie E. AveraDate: 3/19/2021Title: Director, Educational Technology**Clovis Unified School District**By: Michael Johnston
57E7E800E6BB4E1Name: Michael JohnstonDate: 10/7/2021Title: Assoc Supt, Admin Services**Irvine Unified School District**

By: _____

Date: _____

Name: _____

Title: _____

El Dorado County Office of Education

By: _____

Date: _____

Name: _____

Title: _____

Fullerton School DistrictBy: Jeremy Davis
DocuSigned by:
D96551AC17A24C3Name: Jeremy DavisDate: 3/22/2021Title: Assistant Supt, Innovation**San Juan Unified School District**By: Kent StephensDate: 4/13/2021Name: Kent StephensTitle: Deputy Superintendent**San Ramon Valley Unified School District**

By: _____

Date: _____

Name: _____

Title: _____

Fagen, Friedman & Fulfroft, LLP, General Counsel for Ed Tech JPABy: Mark Williams
DocuSigned by:
5D853022B3E6476Name: Mark WilliamsDate: 3/19/2021

Title: _____

Capistrano Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Clovis Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Irvine Unified School District

By: _____

Date: April 14, 2021

Name: John Eogarty

Title: Asst. Supt. Business Services / CFO

USO Board Approved 4/13/2021
El Dorado County Office of Education

By: _____

Date: 6/14/2021

Name: Wendy Frederickson

Title: Associate Superintendent

Fullerton School District

By: _____

Date: _____

Name: _____

Title: _____

San Juan Unified School District

By: _____

Date: _____

Name: _____

Title: _____

San Ramon Valley Unified School District

By: _____

Date: 2.27.22

Name: Daniel S. Hillman

Title: Chief Business Officer

Fagen, Freidman & Fulfrost, LLP, General Counsel for Ed Tech JPA

By: _____

Date: _____

Name: _____

Title: _____

Ed Tech JPA Member Survey

* Required

1. Email *

2. Your Organization Name:

3. Please rate your overall experience with Ed Tech JPA with 1 as the least positive and 5 as the most positive.

Mark only one oval.

1	2	3	4	5
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Please rate the support you have received from Ed Tech JPA with 1 as the least positive and 5 as the most positive.

Mark only one oval.

1	2	3	4	5
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Please rate your experience with Ed Tech JPA's Vendor Partner(s) with 1 as the least positive and 5 as the most positive.

Mark only one oval.

1	2	3	4	5
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Ed Tech
JPA
Purchases

The Ed Tech JPA Board uses member input to prioritize each year's procurements. Your input will help shape our 2020-21 procurement calendar.

6. What product(s) have you purchased using Ed Tech JPA procurements/contracts?

7. What products do you plan on purchasing in the upcoming months?

Check all that apply.

- ☐ Assessment Platform
- ☐ Classroom Management & Student Online Safety
- ☐ College and Career Planning
- ☐ Educational Intelligence and Analytics
- ☐ Electronic Document Routing
- ☐ Help Desk
- ☐ Identity Management
- ☐ Learning Management
- ☐ Media Repository
- ☐ Mobile Device Management
- ☐ Notification System
- ☐ Nutrition Management
- ☐ Student Information System
- ☐ Web Design & Hosting
- ☐ Social and Emotional Learning Assessment
- ☐ Human Resources and Substitute Management Systems
- ☐ Facilities and Resource Management
- ☐ Social and Emotional Learning Assessment System

Other: ☐ _____

8. Would you be interested in attending virtual vendor demonstrations hosted by Ed Tech JPA?

Mark only one oval.

	1	2	3	4	5	
No Interest	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	High Interest

9. If you are interested in attending virtual demonstrations hosted by Ed Tech JPA, what timeline would you prefer?

Mark only one oval.

- ☐ Summer 2022
- ☐ Fall 2022
- ☐ Winter 2022/23
- ☐ Spring 2023

10. If the JPA were to host vendor demonstrations, which products would you be interested in attending demos for?

Check all that apply.

- ☐ Assessment Platform
- ☐ Classroom Management & Student Online Safety
- ☐ College & Career Planning
- ☐ Educational Intelligence & Analytics
- ☐ Electronic Document Routing
- ☐ Help Desk
- ☐ Identity Management
- ☐ Learning Management
- ☐ Media Repository
- ☐ Mobile Device Management
- ☐ Notification System
- ☐ Nutrition Management
- ☐ Student Information System
- ☐ Web Design & Hosting
- ☐ Social & Emotional Learning Assessment
- ☐ Facilities and Resource Management
- ☐ Human Resources and Substitute Management System
- Other: ☐ _____

11. What procurements would you like Ed Tech JPA to run in the future?

Ed Tech
JPA
Services

Ed Tech JPA sends quarterly newsletters and other communications and wants to be sure we're contacting the correct individuals. If your organization has a new CTO, CBO, Purchasing Director, or Superintendent within the past year, please provide the information for the current staff.

12. Enter the name for your Chief Technology Officer (or equivalent).

13. Enter the EMAIL ADDRESS for your Chief Technology Officer (or equivalent). Ed Tech JPA respects privacy and will not share contact information and plans to send very limited communication.

14. Enter the name for your Chief Business Officer (or equivalent).

15. Enter the EMAIL ADDRESS for your Chief Business Officer (or equivalent). Ed Tech JPA respects privacy and will not share contact information and plans to send very limited communication.

16. Enter the name for your Purchasing Director (or equivalent).

17. Enter the EMAIL ADDRESS for your Purchasing Director (or equivalent). Ed Tech JPA respects privacy and will not share contact information and plans to send very limited communication.

18. Enter the name for your Superintendent (or equivalent).

19. Enter the EMAIL ADDRESS for your Superintendent (or equivalent). Ed Tech JPA respects privacy and will not share contact information and plans to send very limited communication.

20. In what ways can the JPA improve its communications and services for your organization?

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Google Forms

Check Register

No new checks issued



**2021-22
SECOND INTERIM REPORT
FEBRUARY 24, 2022**

TABLE OF CONTENTS

Multi-Year Projection Assumptions	1
Multi-Year Projection	2
SACS Report	3



- Projected Revenue from Administrative Fees: 2021/22 - \$154,589, 2022/23 - \$185,507, 2023/24 - \$222,608, 2024/25 - \$267,130
 - 20% increase projected annually
 - JPA Revenues are based on a 4% Administrative Fee from Sales
 - Member contracts funded with Federal Revenues may have restrictions related to administrative fees. In these instances, a flat rate will be negotiated.
- Legal Fees
 - JPA keeps \$20K Admin Fees and F3 receives 50% of balances towards current and deferred fees
 - Deferred liability as of 6/30/21 = \$351,388
 - Projected annual legal costs are \$55,000
 - 2021-22 to date \$24,165
- Administrative Fees
 - Clovis USD waived Administrative Fees through the 2020/21 fiscal year. Base administrative fees are projected to be \$30,000 annually.
 - Irvine Unified waived Administrative Fees through the 2020/21 fiscal year. Base administrative fees are projected to be \$20,000 annually.
 - Irvine Unified deferred 2018/19 and 2019/20 direct costs to 2021/22. Projection for 2021-22 is \$9,000 and \$13,500 thereafter.
 - Irvine Unified and Clovis Unified waived .25% variable fee through 2020/21.
- McGuire& Associates will be the JPA Consultant
 - Projected at \$5,000 annually
- A JPA is required to maintain a budgeted reserve of 5% of expenditures \$71,000 whichever is greater.
 - JPA has no concerns with meeting this minimum.

Summary of Multi-Year Projection										
1 Financial Summary	2018-19 Actuals	2019-20 Actuals	2020-21 Unaudited Actuals	2021-22 Adopted	2021-22 1st Interim Proj	2021-22 2nd Interim Proj	2022-23	2023-24	2024-25	Notes
2 Revenues	\$ 40,000	\$ 27,272	\$ 160,202	\$ 155,589	\$ 155,589	\$ 156,089	\$ 186,507	\$ 223,608	\$ 268,130	Reduction of revenues in 21.22 due to founding member fees rec'd in 20.21
3 Expenditures	\$ -	\$ 5,487	\$ 97,927	\$ 165,111	\$ 167,344	\$ 167,344	\$ 185,958	\$ 207,583	\$ 301,588	
4 Net	\$ 40,000	\$ 21,785	\$ 62,275	\$ (9,522)	\$ (11,755)	\$ (11,255)	\$ 548	\$ 16,025	\$ (33,459)	
5 Ending Balance	\$ 40,000	\$ 61,785	\$ 124,060	\$ 114,539	\$ 118,162	\$ 112,806	\$ 113,354	\$ 129,379	\$ 95,920	
6 Minimum Reserve	\$ 67,000	\$ 69,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	
7 Ending Balance, net of Reserve Requirement	\$ (27,000)	\$ (7,215)	\$ 53,060	\$ 43,539	\$ 47,162	\$ 41,806	\$ 42,354	\$ 58,379	\$ 24,920	
Revenues										
8 Projected Revenue	2018-19 Actuals	2019-20 Actuals	2020-21 Unaudited Actuals	2021-22 Adopted	2021-22 1st Interim Proj	2021-22 2nd Interim Proj	2022-23	2023-24	2024-25	
9 Founding Member Contributions	\$40,000	\$10,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	
10 Interest		\$465	\$611	\$1,000	\$1,000	\$1,500	\$1,000	\$1,000	\$1,000	
11 Fair Market Value Adjustment	\$0	\$0	\$689	\$0	\$0	\$0	\$0	\$0	\$0	
12 New Revenues Projected	\$0	\$0	\$132,599	\$40,000	\$40,000	\$40,000	\$30,918	\$37,101	\$44,522	
13 Sales Revenue (Anticipated Renewals)	\$0	\$16,807	\$6,303	\$114,589	\$114,589	\$114,589	\$154,589	\$185,507	\$222,608	
14 Total	\$40,000	\$27,272	\$160,202	\$155,589	\$155,589	\$156,089	\$186,507	\$223,608	\$268,130	
Expenditures										
15 Fixed/Flat Costs	2018-19 Actuals	2019-20 Actuals	2020-21 Unaudited Actuals	2021-22 Adopted	2021-22 1st Interim Proj	2021-22 2nd Interim Proj	2022-23	2023-24	2024-25	
16 McGuire and Associates Contract	\$ -	\$ -	\$ 7,225	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	Deferred fees paid in 20/21, \$5,745 (18-19) & \$1,350 (19-20). Waived 20-21
17 Insurance	\$ -	\$ 1,987	\$ 1,523	\$ 1,524	\$ 1,737	\$ 1,737	\$ 1,910	\$ 2,102	\$ 2,312	
18 Auditor	\$ -	\$ 3,500	\$ 6,800	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
19 Clovis Unified Admin Fee	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	Waive 18/19, 19/20, 20/21
20 Marketing/Other Misc	\$ -	\$ -	\$ 381	\$ 1,000	\$ 6,000	\$ 6,000	\$ 1,500	\$ 1,500	\$ 1,500	Trademark Fee
21 Travel Costs	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,500	\$ 1,500	
22 Irvine Unified - Tier 1 - Direct Costs	\$ -	\$ -	\$ 23,500	\$ 12,277	\$ 9,000	\$ 9,000	\$ 13,500	\$ 13,500	\$ 13,500	Pay 18/19, 19/20, 20/21 in 20/21 = \$26,777.42, \$9K proj for 21/22, \$13.5K per year ongoing
23 Irvine Unified - Tier 2 - Staff Time Base Support	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	Waive 18-19, 19-20, 20-21
24 Reimbursing Founding Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Will add when revenue is sufficient.
25 Payments to Founding Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Will add when revenue is sufficient.
Calculate amount to be paid to F3			\$ 59,451	\$ 67,295	\$ 67,295	\$ 67,295	\$ 82,753	\$ 101,304	\$ 123,565	JPA keeps \$20K Admin Fees and F3 recieves
26 F3 Ongoing	\$ -	\$ -	\$ 33,144	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	As of 6/30/21, balance is \$351,388
27 F3 Deferral	\$ -	\$ -	\$ 25,354	\$ 12,295	\$ 12,295	\$ 12,295	\$ 27,753	\$ 46,304	\$ 127,565	As of 6/30/21, balance is \$351,388
28 Total Fixed/Flat Costs	\$ -	\$ 5,487	\$ 97,927	\$ 143,096	\$ 145,031	\$ 145,031	\$ 161,164	\$ 179,906	\$ 261,377	
29 Variable Costs*										
30 Clovis Admin Fee (0.25%)	\$ -	\$ -	\$ -	\$ 11,007	\$ 11,156	\$ 11,156	\$ 12,397	\$ 13,839	\$ 20,108	Waive 18/19, 19/20, 20/21
31 Irvine Procurement Fee (0.25%)	\$ -	\$ -	\$ -	\$ 11,007	\$ 11,156	\$ 11,156	\$ 12,397	\$ 13,839	\$ 20,108	Waive 18/19, 19/20, 20/21
32 Total Variable Costs	\$ -	\$ -	\$ -	\$ 22,015	\$ 22,313	\$ 22,313	\$ 24,794	\$ 27,678	\$ 40,216	
33 Total Costs	\$ -	\$ 5,487	\$ 97,927	\$ 165,111	\$ 167,344	\$ 167,344	\$ 185,958	\$ 207,583	\$ 301,588	
Assumptions										

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	155,589.00	156,089.00	128,070.15	156,089.00	0.00	0.0%
5) TOTAL REVENUES			155,589.00	156,089.00	128,070.15	156,089.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	165,111.00	167,343.81	27,205.05	167,343.81	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			165,111.00	167,343.81	27,205.05	167,343.81		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(9,522.00)	(11,254.81)	100,865.10	(11,254.81)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%

Education Technology JPA
Fresno County

2021-22 Second Interim
General Fund
Revenues, Expenditures, and Changes in Fund Balance

10 77255 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(9,522.00)	(11,254.81)	100,865.10	(11,254.81)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	124,060.83	124,060.83		124,060.83	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			124,060.83	124,060.83		124,060.83		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			124,060.83	124,060.83		124,060.83		
2) Ending Balance, June 30 (E + F1e)			114,538.83	112,806.02		112,806.02		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	114,538.83	112,806.02		112,806.02		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
All Other State Apportionments - Current Year		8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	1,000.00	1,500.00	1,188.22	1,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
In-District Premiums/Contributions		8674	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	154,589.00	154,589.00	126,881.93	154,589.00	0.00	0.0%
Other Local Revenue								
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			155,589.00	156,089.00	128,070.15	156,089.00	0.00	0.0%
TOTAL REVENUES			155,589.00	156,089.00	128,070.15	156,089.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3801-3902	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,000.00	1,000.00	0.00	1,000.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	1,524.00	1,736.81	1,736.81	1,736.81	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	162,587.00	164,607.00	25,468.24	164,607.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			165,111.00	167,343.81	27,205.05	167,343.81	0.00	0.0%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%

Education Technology JPA
Fresno County

2021-22 Second Interim
General Fund
Revenues, Expenditures, and Changes in Fund Balance

10 77255 0000000
Form 011

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%

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OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			165,111.00	167,343.81	27,205.05	167,343.81		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%

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CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		