

## AGENDA REGULAR MEETING GOVERNING BOARD

1:00 P.M. February 25, 2021

Ed Tech JPA will hold a Board meeting on February 25, 2021, at 1:00 PM via web conference at Meeting ID meet.google.com/fdt-hanh-qjg Phone Number (US)+1 440-276-1657 PIN: 602 006 596#.

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	Jeremy Davis
Treasurer	Michael Johnston

### *Board of Directors Founding Members*

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	Sean Rozzell/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	Ed Manansala/alternate David Seabury
San Juan Unified	Founding Member	Kent Stephens/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate Greg Pitzer

### Agenda

1. Determination of a quorum and call to order - roll call.
2. Approve the Minutes of the previous regular meeting.
3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda
5. Board Member 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**

**8.a. 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:

- Natomas Unified School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

Motion:

**9. Unfinished and Old Business**

None.

**10. New Business (Action Items)**

**10.a. Approve Addendum to Vendor Agreement.**

Background Information: Ed Tech JPA awarded RFP No. 19/20-02 Assessment Platform to Illuminate Education ("Illuminate") at the December 5, 2019 board meeting. On June 20, 2019 Illuminate acquired Fastbridge Learning ("Fastbridge"). Subsequently Illuminate has started selling products previously offered by Fastbridge and Ed Tech JPA members have an interest in purchasing such products.

Recommendation: Approve an addendum to the existing agreement updating pricing to include the products previously offered by Fastbridge.

Motion: -

**10.b. Approve Amendment to Vendor Agreement.**

Background Information: Ed Tech JPA awarded RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Hoonuit I, LLC ("Hoonuit") at the January 23, 2020 board meeting. On October 28, 2020 a Certificate of Merger was filed finalizing PowerSchool Group, LLC's acquisition of Hoonuit.

Recommendation: Approve an amendment to the existing agreement amending the award and all resulting contracts from Hoonuit I, LLC to PowerSchool Group, LLC.

Motion:

*\*Ratify*

**10.c. Rescind Award to Advanced Toolware, LLC dba Tools4ever.**

Background Information: On December 17, 2020 Advanced Toolware, LLC dba Tools4ever ("Tools4ever") was awarded RFP No. 20/21-01 Identity Management Solution contingent upon successful contract



negotiations. Tools4ever has been contacted multiple times to establish contracts and has not responded. On January 27, 2021 Tools4ever emailed Ed Tech JPA to communicate that they no longer wish to contract with Ed Tech JPA.

Recommendation: Rescind award to Advanced Toolware, LLC dba Tools4ever.

Motion:

**10.d. Vote to Update Bylaws**

Background information: The current Bylaws have several outdated sections that no longer apply and additional changes are required to remain consistent with the JPA's current structure and manner of operations. Bylaws and proposed changes were sent to members on February 11, 2021. Changes to the Bylaws were discussed at the January 28, 2021 board meeting and additional changes, as recommended by the Board, have been incorporated into the updated Bylaws as presented.

Recommendation: Vote to update Bylaws.

Motion:

**10.e. Vote to Replace Previous Founding Member Agreement.**

Background information: The current Founding Member Agreement has several outdated sections that no longer apply and additional changes are required to remain consistent with the JPA's current structure and manner of operations. Changes to the Founding Member Agreement were discussed at the January 28, 2021 board meeting and additional changes, as recommended by the Board, have been incorporated into the updated Bylaws as presented.

Recommendation: Vote to replace previous Founding Member Agreement contingent upon approval by Founding Member authorized individuals/boards.

Motion:

**10.f. 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 agencies 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 2020-21 fiscal year as required by Assembly bill 1200.

Motion:

**10.g.** Approve David Seabury as the primary designee for El Dorado County of Education.

Background Information: El Dorado County of Education was approved as a founding member at the October 30, 2019 board meeting, with Ed Manasala as the primary designee and David Seabury as the secondary designee. El Dorado has expressed a desire to appoint David Seabury as the primary designee with the secondary designee to be determined at a future date.

Recommendation: Approve David Seabury as the primary designee for El Dorado County of Education.

Motion:

**10.h.** Vote to Elect Officers

Background information: Pursuant to voting at the January 28, 2021 board meeting Jeremy Davis currently holds offices of both Secretary and Vice President. Proposed to have different directors hold officer positions.

Recommendation: vote to elect officers for officer roles valid through June 2022.

Motion:

## **11. New Business (Non Action Items)**

**11.a.** Discuss the Member Survey in support of the Annual Evaluation and Plan (Pursuant to the Bylaws).

**11.b.** Discuss JPA outreach

- CASBO presentation due March 8, 2021
- Virtual vendor fairs

## **Closing Items**

**12.** Personnel Items

**13.** Reports of the Executive Director and any special committees or advisory councils

**14.** Presentation of written communications

**15.** Scheduling of next regular meeting Thursday, March 25, 2021 at Meeting ID meet.google.com/dsx-rtkz-gaf Phone Number (US)+1 413-384-6765 PIN: 411 850 829# .

**16.** Adjournment.

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



[https://docs.google.com/forms/d/1lI2zovD0kE8DZmG3ElThhmnVAML0MWhSz\\_73BqMZEUs/edit](https://docs.google.com/forms/d/1lI2zovD0kE8DZmG3ElThhmnVAML0MWhSz_73BqMZEUs/edit) prior to the start of the Board Meeting.

## List of Attachments

### Board Meeting February 25 2021

Item No.	Page No.	Description
1	7	January 28, 2020 Board Meeting Minutes
2	13	Annual Goals Progress Report
3	14	Certificate of Merger finalizing PowerSchool Group, LLC's acquisition of Hoonuit
4	18	Email from Advanced Toolware, LLC dba Tools4ever
5	19	Redlined Bylaws
6	30	Final Bylaws with redlines accepted
7	40	Redlined Founding Member Agreement
8	50	Final Founding Member Agreement with redlines accepted
9	59	Second Interim Budget & SACS Report
10	104	Email from El Dorado County

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

January 28, 2021 1:00 P.M.

Google Meet

#### 1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:06 PM.

#### Present In Person:

N/A

#### Present by Telephone:

Brianne Ford with Irvine USD

David Seabury with El Dorado County Office of Education

Michael Johnston with Clovis Unified School District

Jeremy Davis with Fullerton School District

Sean Rozell with Capistrano Unified School District

Greg Pitzer with San Ramon Valley Unified School District

Peter Skibitzki with San Juan Unified School District

#### 2. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the December 17, 2020 Regular Board Meeting.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford

Aye Sean Rozell

Aye Michael Johnston

Aye David Seabury

Aye Greg Pitzer

Aye Jeremy Davis

Aye Peter Skibitzki

#### 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 Jeremy Davis and a second by David Seabury.



Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

## **5. ACCEPTANCE OF BOARD MEMBER REPORTS**

Minutes: Board members shared their district/counties situation related to purchases and matters related to COVID 19.

## **6. ACCEPTANCE OF TREASURER REPORT**

Minutes: Revenues and expenditures were discussed. The 2nd interim report will be presented at the Feb 25th meeting.

## **7. ACCEPTANCE OF STANDING REPORTS**

### **7.a. Membership**

Minutes: Membership was discussed. Several new associate members have joined since the last board meeting. The JPA currently has 71 members and represents over one million students.

### **7.b. Communications**

Minutes: Recent communications with members and vendors were discussed. Most communications involved current procurements.

### **7.c. Procurement**

Minutes: Current and future RFPs were discussed. The Facilities RFP will be postponed and the Social and Emotional Learning Assessment Systems RFP will be expedited. Web Design and Hosting RFP closed with 14 vendor responses with the award anticipated at the March board meeting. Identity management RFP has been awarded and is in contract negotiations.

### **7.d. Goals and Objectives**

Minutes: The Annual Goals Progress Report and budget projections were reviewed. We will not reach the completed procurement goal this year due to demands of Covid 19. Contracts are progressing very well.

## **8. ACCEPTANCE OF CONSENT AGENDA**

### **8.a. Ratify Approval of New Associate Members**

**Motion Passed:** Ratify Approval of New Associate Members: Apple Valley Unified School District, Del Norte County Office of Education, Del Norte Unified School District, Los Angeles County Office of Education, Pasadena Community College District, and Tamalpais Union High School District.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell

Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

## **9. UNFINISHED AND OLD BUSINESS**

**9.a. Submission of the 2019-20 Annual Financial Audit of the Education Technology Joint Powers Authority**

**Motion Passed:** Receive and file the audit of the 2019-20 financial records of the Education Technology Joint Powers Authority.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

**9.b. Review and Discuss Bylaws.**

Minutes: Proposed changes would ensure that differences between Bylaws and Operating Procedures are codified, and to clarify the role of general counsel. Questions related to Founding Member board approval and sequencing were raised. The Board agreed to keep verbiage in the Bylaws related to Founding Members and Associate Member outside of California. Additional proposed changes were suggested including: host agency staff and JPA staff, numbering, adding additional sections for staff reports to board agendas, and clarification that copies will be sent to founding members.

**9.c. Review and Discuss Founding Member Agreement.**

Minutes: Additional proposed changes were suggested including: adding "Founding Member Agreement" to top of document.

## **10. NEW BUSINESS (ACTION ITEMS)**

**10.a. Approve Award of RFP No. 20/21-01 Identity Management Solution**

**Motion Passed:** Approve Resolution No. 20-21-9 awarding RFP No. 20/21-01 Identity Management Solution to TechDemocracy LLC, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury

Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

**10.b. Dissolve the Website & Back Office Provider Committee**

**Motion Passed:** Dissolve the Website & Back Office Provider Committee

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

**10.c. Dissolve the Associate Member Application Committee**

**Motion Passed:** Dissolve the Associate Member Application Committee

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

**10.d. Accept Capistrano Unified School District's selection for Director**

**Motion Passed:** Accept Sean Rozell as primary designee for Capistrano Unified School District

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

**10.e. Vote to Elect Officers**

**Motion Passed:** vote to elect officers for officer roles valid through June 2022.

Jeremy Davis as VP of Ed Tech JPA  
Motion by Brianne, second by David



Aye Brianne Ford  
Aye Sean Rozell  
Aye Michael Johnston  
Aye David Seabury  
Aye Greg Pitzer  
Aye Jeremy Davis  
Aye Peter Skibitzki

Secretary position will be maintained by Jeremy Davis until the next meeting.

#### **11. NEW BUSINESS (NON ACTION ITEMS)**

**11.a.** Discuss JPA domain names (edtechjpa.org, edtechjpa.com, edtechjpa.info, edtechjpa.net, educationaltechnologyjpa.com).

Minutes: The board discussed keeping all domain names, and transferring ownership to the JPA. Clovis and Fullerton will discuss the transfer of the domains. IUSD's web team will research if .com vs .org results in a higher ranking in SEO searching, and if the JPA needs to purchase an SSL certificate for the .com or .org.

**11.b.** Review the current Administrative Fee (annual review). and potential for additional revenue sources for Ed Tech JPA in addition to the administrative fee.

Minutes: No changes to Admin fee agreed to.

**11.c.** Discuss future RFPs.

Minutes: Schedule of RFPs was attached and discussed, including renewal RFPs for existing contracts. Founding members were asked for suggestions for upcoming RFPs.

#### **12. PERSONNEL ITEMS**

Minutes: None.

#### **13. REPORT OF EXECUTIVE DIRECTOR AND SPECIAL COMMITTEES OF ADVISORY COUNCIL**

Minutes: None.

#### **14. PRESENTATION OF WRITTEN COMMUNICATIONS**

Minutes: None.

#### **15. SCHEDULING OF NEXT MEETING**

The next Regular Meeting shall be held on Thursday, February 25, 2021 at Meeting ID meet.google.com/fdt-hanh-qjg Phone Number (US)+1 440-276-1657 PIN: 602 006 596# ,as approved on the Regular Board Meeting Schedule as board approved on April 30, 2020, but may be changed at the discretion of the board.

#### **16. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting at 2:04 pm.

Passed with a motion by Jeremy Davis and a second by David Seabury.

Aye	Brianne Ford
Aye	Sean Rozell
Aye	Michael Johnston
Aye	David Seabury
Aye	Greg Pitzer
Aye	Jeremy Davis
Aye	Peter Skibitzki



# EDUCATION TECHNOLOGY

## JOINT POWERS AUTHORITY

### ANNUAL GOALS PROGRESS REPORT

*February 2021*

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 25, 2020	February 18, 2021	Goal for June 2021
46 Members 696,000 Ca Students 12 Completed Procurements 29 Available Contracts \$16,000.00 Admin Fee Revenue 5 Founding Members	72 Members 1,019,682 Ca Students 13 Completed Procurements 42 Available Contracts \$120,621.56 Admin Fee Revenue 7 Founding Members	80 Members 1,000,000 Ca Students 17 Completed Procurements Approx 48 Available Contracts \$130K Admin Fee Revenue 7 Founding Members



# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"POWERSCHOOL HOONUIT MERGER SUB LLC", A DELAWARE LIMITED  
LIABILITY COMPANY,

WITH AND INTO "HOONUIT HOLDINGS, LLC" UNDER THE NAME OF  
"HOONUIT HOLDINGS, LLC", A LIMITED LIABILITY COMPANY ORGANIZED  
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS  
RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF  
OCTOBER, A.D. 2020, AT 11:58 O`CLOCK A.M.



5123634 8100M  
SR# 20208084622

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203957523  
Date: 10-28-20

**CERTIFICATE OF MERGER**

**OF**

**POWERSCHOOL HOONUIT MERGER SUB LLC,**

a Delaware limited liability company,

**WITH AND INTO**

**HOONUIT HOLDINGS, LLC,**

a Delaware limited liability company

*(Under Section 18-209 of the Delaware Limited Liability Company Act)*

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, as amended (the “DLLCA”), Hoonuit Holdings, LLC, a Delaware limited liability company (the “Company”), in connection with the merger of PowerSchool Hoonuit Merger Sub LLC, a Delaware limited liability company (“Merger Sub”), with and into the Company (the “Merger”), hereby certifies as follows:

**FIRST:** The names, states of formation and the types of entities of the constituent entities to the Merger (the “Constituent Entities”) are:

<u>Name</u>	<u>State of Formation</u>	<u>Type of Entity</u>
PowerSchool Hoonuit Merger Sub LLC	Delaware	Limited Liability Company
Hoonuit Holdings, LLC	Delaware	Limited Liability Company

**SECOND:** An Agreement and Plan of Merger, dated as of October 28, 2020 (the “Merger Agreement”), by and among PowerSchool Group LLC, a Delaware limited liability company, Merger Sub, the Company, and Renovus Capital Partners, L.P., a Delaware limited partnership, solely in its capacity as the Equityholders’ Representative (as defined therein), has been approved, adopted, executed and acknowledged by each of the Constituent Entities in accordance with the DLLCA.

**THIRD:** Upon the effectiveness of the Merger, the Company shall be the surviving company (the “Surviving Company”) and the name of the Surviving Company shall be “Hoonuit Holdings, LLC.”

**FOURTH:** The Merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DLLCA.

**FIFTH:** An executed copy of the Merger Agreement is on file at the office of the Surviving Company at 150 Parkshore Drive, Folsom, CA 95630.

**SIXTH:** An executed copy of the Merger Agreement will be furnished by the Surviving Company, on request and without cost, to any member of any of the Constituent Entities.

\* \* \* \* \*



**IN WITNESS WHEREOF**, the undersigned, for the purpose of effectuating the Merger of the Constituent Entities pursuant to the DLLCA and under penalties of perjury, does hereby declare and certify that this is the act and deed of the Company and the facts stated herein are true and accordingly has hereunto signed this Certificate of Merger this 28th day of October, 2020.

**HOONUIT HOLDINGS, LLC,**

a Delaware limited liability company

By:

*Clay Anderson*

Name: Clay Anderson

Title: Authorized Person

*[Certificate of Merger]*

## Michelle Bennett

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**From:** Jamie Daniels <jdaniels@advtoolware.com>  
**Sent:** Wednesday, January 27, 2021 2:26 PM  
**To:** Michelle Bennett; Brianne Ford  
**Subject:** [EXTERNAL] Tools4Ever - RFP No. 20/21-01 Award

**CAUTION:** Verify the sender before clicking links or opening attachments.

Michelle and Brianne –

I requested a response from our team as to the status of the agreement. I just received an official statement from our managing partner that Tools4ever will not be moving forward with an agreement with Ed Tech JPA. All products and services as outlined in our responses to the RFP are still available at our EDU list pricing.

Kind Regards,

Jamie Daniels

### Jamie Daniels

Over 20 years of global experience with a local touch

Territory Manager  
Tools4ever - Seattle Office

P.O. Box 8200 | Bonney Lake, WA 98391  
P: (253) 770-4823 Ext 142 | F: (253) 435-4966  
j.daniels@tools4ever.com | www.tools4ever.com

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---

**From:** Michelle Bennett <MichelleBennett@iusd.org>  
**Sent:** Monday, January 25, 2021 2:43 PM  
**To:** Jamie Daniels <jdaniels@advtoolware.com>  
**Cc:** Brianne Ford <BrianneFord@iusd.org>  
**Subject:** RE: [EXTERNAL] RE: Tools4Ever - RFP No. 20/21-01 Award

Hello Jamie,

I'd like to follow up to see if your legal team has any questions about the Ed Tech JPA agreements. Thank you for your assistance.

Michelle Bennett  
Procurement & IT Contracts Specialist  
5050 Barranca Parkway  
Irvine, CA 92604  
Tel. 949-936-5022

## 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 ~~digital~~-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 ~~digital-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~~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. ~~BOARD~~-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~~is 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 ~~school districts~~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.

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B. **Associate Membership.** Associate Membership shall be available to public ~~school districts~~education agencies, charter schools, 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's ~~digital purchase program and other 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 ~~school district~~public education agency, city or county, or other governmental unit, ~~or nonprofit organization or other organization to the extent allowed by law~~ may belong to 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~~Associate Member's governing board ~~or authorized agent~~ agrees to acceptance of these ~~JPA's~~JPA's 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~~to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must ~~fill out and submit a complete the~~fill out and submit a complete the founding membership ~~application to the JPA 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 Membership Agreement, the ~~Founding Member's~~Founding Member's governing board ~~and/or authorized agent~~ agrees to acceptance of these ~~JPA's~~JPA's 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 ~~an Associate~~an Associate ~~Correspondent~~Correspondent Member and have such additional duties and privileges as the Board may designate ~~and in accordance with applicable laws~~.

~~E.~~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.

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~~FE.~~FE. **Withdrawal from Founding Membership.** A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its ~~full~~full governing board ~~and/or written request by an authorized signatory of the Founding Member and upon compliance with its Membership Agreement with the JPA~~. 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.

**GF. 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.

**HG. 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 ~~Administrative Unit(s) 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.

**IH. 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. The term of the Board Member shall be for four (4) years. 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. The 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 ~~.5% of the net revenue, or \$100,000, whichever is less,~~ 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 ~~Administrative Unit(s) 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 of the JPA shall meet following the election each year and organize by electing a President and a Vice President.~~ The Board of Directors shall appoint a Secretary, a Vice President, and a Treasurer. The Board member appointed by the agency serving as the ~~Administrative Unit Host Agency~~ overseeing financial activities as described in Article V, Section F, subd. 10, ~~Administrative Units 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 ~~and an annual plan~~ which describes the objectives ~~and~~

~~procedures~~ to be implemented ~~in assisting with the resolution of to support~~ the needs of the JPA's membership.

2) **Facilities.** The Board of Directors shall ~~have the JPA~~ 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 ~~school districts~~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 ~~by-By~~laws. 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) ~~Administrative Unit(s) 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. ~~An Administrative Unit(s) A Host Agency~~ must be a Founding Member. The duties of each ~~Administrative Unit(s) Host Agency~~ shall be ~~discharged overseen by that District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, who shall also serve as a member of the~~ the Board ~~Member of the Host Agency~~. The ~~Host Agency Administrative Unit(s)~~ 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 digital technology contract registries; ~~administration of professional development programs for member agencies; and creation of technology centers for the benefit of member agencies;~~ 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. ~~Administrative Units Host Agencies~~ may be established for purposes not enumerated in this Section. In the event ~~the Administrative Unit(s) Host Agency~~ cannot, to the satisfaction of ~~the a majority vote of the~~ Board, fulfill the duties prescribed by the Board, the duties of the ~~Administrative Unit(s) Host Agency~~ shall be transferred to another Founding Member. ~~Administrative Unit(s) 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 ~~shall 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. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following powers and duties:~~

- a. ~~Act as secretary and executive officer of the Board.~~
- b. ~~Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.~~
- c. ~~Serve as ex-officio member of all advisory committees or councils appointed by the Board.~~
- d. ~~Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.~~

- e. ~~Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.~~
- f. ~~Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.~~
- g. ~~Maintain supervisory custody of the funds of the Board.~~
- h. ~~The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.~~
- i. ~~Act for the JPA's Board as the legal representative for State and Federal Programs.~~

12) **Staff.** Staff employed by the Host Agencies shall serve at the will and pleasure of the Administrative Unit(s) or 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, ~~submit annually a plan to the members. The plan shall identify the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. These programs and services may include, but are not limited to, the following areas:~~

- a. ~~Administrative services;~~
- b. ~~Curriculum development;~~
- c. ~~Data processing;~~
- d. ~~Distance learning and other telecommunication services;~~
- e. ~~Evaluation and research;~~
- f. ~~Staff development;~~
- g. ~~Media and technology centers;~~
- h. ~~Publication and dissemination of materials;~~



- i. ~~Pupil personnel services;~~
- j. ~~Planning;~~
- k. ~~Secondary, post-secondary, community, adult, and adult vocational education;~~
- l. ~~Teaching and learning services, including services for students with special talents and special needs;~~
- m. ~~Employee personnel services; and~~
- n. ~~Purchase of equipment and services to accomplish the purposes set out above.~~

**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 ~~by-By~~ laws. 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. ~~Any contribution by a Founding Member may be repaid, at the discretion of the Board, from the revenues obtained by 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 ~~M~~members at the time of dissolution.

**I. Legal Action.** The Board ~~of Directors~~ 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 ~~of Directors~~ may make reasonable charges for its services rendered ~~to members~~. The Board of Directors may also approve the use of Aadministrative ~~F~~fees for purposes allowed by California law.

**L. Insurance.** The Board ~~of Directors~~ 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 ~~of Directors~~ 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.

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1. An electronic agenda shall be sent to each ~~Founding M~~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 ~~B~~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
- ~~fe. Acceptance of Treasurer's R~~report and approval of expenditures.
- g. Standing Reports
- hf. Consent Agenda
- i. Items Removed from Consent Agenda
- j. Items of Business (Action)
- k. Items for Discussion
- 7.
- ~~g. Unfinished and old business.~~
- ~~h. New business.~~
- ~~i. Personnel Items.~~
- ~~j. Reports of the Executive Director and any special committees or advisory councils.~~
- ~~k. Presentation of written communications.~~
- l. Adjournment.

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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 ~~by-~~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.

\_\_\_\_\_  
Brienne Ford, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Davis, Secretary

\_\_\_\_\_  
Date

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## **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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Davis, Secretary

\_\_\_\_\_  
Date

20-41/4380554.3

**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 ~~school districts~~ **public agencies**, negotiate economical prices and terms for said ~~districts~~ **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 I: DEFINITIONS**

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

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

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

"Board of ~~Director~~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 ~~Director~~Directors or the Bylaws as the fiscal year of the JPA.

"Government Code" shall mean the California Government Code, as amended.

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

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

"Host Agency" Shall ~~mean~~be 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, ~~director~~Directors, employees, agents, Board of ~~Director~~Directors, Executive ~~Director~~Director or of any Member Agency.

## SECTION 4: PURPOSE

The purposes of the JPA include:

a. Assist in the procurement of ~~digital services and products~~technology products and services on behalf of other ~~school district~~public agencies, including preparing the Request for Proposals, drafting the relevant agreements and negotiating the price and terms.

~~b. Assist in the sale of digital products and services to local education agencies at a discount price.~~

~~e.b.~~ Ensuring that all ~~products sold~~procurement agreements comply with student privacy laws and state procurement rules.

~~d.c.~~ Provide member services, including processing new members, maintaining procurement and contract documentation, and determining the product and procurement needs of ~~member districts~~Member Agencies and assisting Member Agencies in accessing JPA services.

~~e.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 Districts~~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 ~~S~~section 53601 of the California Government Code.
- k. To carry out all provisions of this Agreement.
- l. To exercise other reasonable and necessary powers in furtherance or support of any purpose of the JPA or power granted by the Joint Powers Law, this Agreement or the Bylaws of the JPA.

## SECTION 6: FOUNDING MEMBERS

a. Founding Members. Each local agency signatory to this Agreement shall be considered a Founding Member. The duties and privileges of Founding Members shall be as



set forth in the JPA Bylaws and shall include full voting rights. ~~There shall be no more than seven (7) Founding Members. 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 Exhibit 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 a 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 ~~DIRECTOR~~DIRECTORS

a. Governing Body. The JPA shall be governed by the Board of ~~Director~~Directors, which shall be composed of one ~~director~~Director representing each Founding Member. Each Founding Member shall appoint its representative to the Board of ~~Director~~Directors. Such ~~Director~~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~~Director cannot attend a meeting, or otherwise attend to the affairs of the JPA.

i. Termination of Status as Director. A ~~director~~Director and/or alternate ~~director~~Director shall be removed from the Board of ~~Director~~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~~Director or alternate ~~director~~Director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Founding Member from this Agreement; and/or (3) the death or resignation of the ~~director~~Director or alternate ~~director~~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 ~~director~~Directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the JPA, the Board shall elect a new President and Vice President 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 ~~DirectorDirectors~~. The Secretary shall serve at the pleasure of the Board.
  - iii. Treasurer. The ~~T~~reasurer may be someone from a ~~M~~member ~~A~~gency, the county where the JPA operates, or a certified public accountant who performs the job. Unless the Board of ~~DirectorDirectors~~ 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 Member's~~ as the Host Agency. In the event two or more host agencies are selected, the Board ~~by resolution~~ will demarcate their relative duties and ~~responsibilities and in which office the Executive Director shall reside~~. The Host Agency or Agencies shall serve as the administrative centers for the ~~authority~~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 ~~DirectorDirectors~~. 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 ~~DirectorDirectors~~.
- d. Committees- The Board may establish committees as it deems appropriate to conduct the business of the JPA. Members of ~~c~~Committees shall be appointed by the Board. Each ~~c~~Committee shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. Each ~~c~~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 ~~DirectorDirectors~~ which shall include, in any event, at least ~~three~~one regular meetings annually.
- f. Ralph M. Brown Act. Meetings of the Board of ~~DirectorDirectors~~ 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-members~~ (including one alternate in the case of absence of the ~~memberDirector~~) of the Board of ~~DirectorDirectors~~ shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws, or other applicable provisions of law.
- h. Bylaws. The JPA shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the JPA. ~~Each Member Agency will be provided with copies of all such materials. Such materials will be made available to each Member Agency.~~
- i. Organizational Structure and Other Responsibilities.

- i. The Board of ~~DirectorDirectors~~ shall ~~may~~ appoint an Executive ~~DirectorDirector~~ who shall be responsible for the general administration of the business and activities of the JPA as directed by the Board of ~~DirectorDirectors~~.
- ii. The Board of ~~DirectorDirectors~~ 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 ~~DirectorDirectors~~ 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, ~~directorDirectors~~, and employees of Member Agencies and by agents advisors and consultants retained under contract by ~~the~~ JPA.
- v. The Executive ~~DirectorDirector~~ 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 ~~DirectorDirector~~ and Legal Counsel ~~as employed by the JPA~~ shall serve at the will and pleasure of the Board of ~~DirectorDirectors~~ 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 ~~DirectorDirectors~~.

#### 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 ~~DirectorDirector~~ 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. ~~All warrants of the JPA shall be signed by two persons as designated by the Board; provided, however, that the Board may, by resolution, authorize interest accounts for expenditures of funds in limited amounts for which only one authorized signatory shall be required on the instrument Treasurer shall ensure appropriate financial controls are in place to pay only appropriate warrants.~~
  - v. ~~Verify and report in writing to the JPA and to Associate Member Agencies, as of the first day of each quarter of the fiscal year, the amount of money then held for the JPA the amount of receipts since the last report, and the amount paid out since the last report.~~

#### SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET



a. Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfroft ("General Counsel").

b. Legal Services. General Counsel shall report to the Board of ~~Director~~Directors. Counsel shall provide legal services and other requested additional services to the JPA, including the following:

- i. JPA formation and regulatory compliance.
- ii. Preparation and review of all product and service RFPs and contracts.
- iii. Compliance of ~~all digital product and service offering~~technology products and service agreements with all federal and state privacy laws.
- iv. Compliance of ~~digital product~~technology procurements and resulting agreements and service offerings with federal and state procurement laws.
- v. Obtaining and maintaining trademarks and copyrights.
- vi. Representation in all commercial disputes arising from the operation of the JPA.
- vii. Employee and personnel law
- viii. Governance issues, including the Brown Act
- ~~viii~~ix. Additional services as request and authorized by the Board.

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

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

~~d~~c. Development of Legal Budget. Legal services shall have a yearly budget in an amount conforming with Attachment "A", heretothe Agreement with Fagen, Friedman & Fulfroft 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, ~~which shall include a separate budget for each coverage program under development or adopted and implemented by the JPA~~. The Host Agency or ~~Agencies~~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 ~~Director~~Directors for its consideration. In the event a proposed budget is not approved, the JPA shall continue to operate using the budget figures from the previous fiscal year.

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

~~e. Treasurer's Report~~. The Treasurer, within one hundred and twenty (120) days after the

~~close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and make such report available upon request to each Associate Member Agency.~~

~~d.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.

~~A report of the audit shall be filed as a public record with the County Auditor of each California Associate Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the JPA.~~

#### SECTION 14: TERM OF AGREEMENT

~~Subject to the power to terminate any Member Agency's membership in the JPA, as provided for in this Agreement, this Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Founding Member Agencies agree that the Agreement, and the JPA be continued. 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 Agencies may dissolve the JPA when it no longer serves their interests. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Governing Board, or the Host Agency or Agencies, if the Governing Board delegates such duties. Any surplus funds remaining after payment of or providing for the JPA's obligations shall be returned to present and former Founding Member Agencies in proportion to contributions made and claims or losses paid.

b. ~~Withdrawal.~~ Any ~~Founding~~ member of the JPA may withdraw from its status as a ~~Founding M~~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 M~~member, the Board of ~~Director~~Directors shall establish a reserve account for all agency expenses and liabilities against the withdrawing ~~Founding M~~member arising out of facts occurring while the withdrawing ~~Founding M~~member was a ~~Founding M~~member of the JPA, but submitted after said ~~Founding m~~Member has withdrawn from the same. In no event shall the withdrawing ~~Founding M~~member be entitled to revenue obtained by the JPA after the last date of the fiscal year in which the ~~Founding M~~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 ~~Director~~Directors and upon Amendment to the Agreement ~~The Board of Directors will endeavor to add members from agencies outside of California as the develops and expands to serve such members.~~

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

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

##### Capistrano Unified School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

##### Clovis Unified School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

##### Irvine Unified School District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

##### El Dorado County Office of Education



By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Fullerton School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**San Juan Unified School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**San Ramon Valley Unified School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Fagen, Freidman & Fulfroost, LLP, General Counsel for Ed Tech JPA**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT "A"**

**(Legal and Administrative Budget for General Counsel)**

**Commented [1]:** These terms are reflected in Section 8 of the Agreement between F3 & Ed Tech JPA

1. Commencing June 30, 2019 and continuing each year thereafter for a period of five (5) years, the legal budget and expenditures by General Counsel in a given year shall not be less than one percent (1%) and no more than two percent (2%) of the gross revenue of the JPA in the fiscal year in which they are incurred. The fees paid shall also reimburse the General Counsel for the legal costs of forming and initiating activities for the JPA. The fees thereafter shall be based on budgets established by the parties.

2. The fees stated in paragraph 1, above shall be exclusive of any fees administrative fees or additional services performed by General Counsel or related entity and independent of their General Counsel duties.



**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 & Fulfroost 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.

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- 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.

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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

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

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

**Capistrano Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Clovis Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Irvine Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**El Dorado County Office of Education**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Fullerton School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**San Juan Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**San Ramon Valley Unified School District**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**2020-21**  
**Second Interim**  
**February 25, 2021**

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## MULTI-YEAR PROJECTION ASSUMPTIONS

- Projected Revenue from Administrative Fees: 2020/21 - \$130,000, 2021/22 - \$156,000, 2022/23 - \$187,200, 2023/24 - \$224,640, 2024/25 - \$269,568
  - 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.
  - Revenues earned during 2019/20 of \$16,807, earned to date for 2020-21 \$125,070
- Two New Founding Members as of 2020-21
  - San Juan Unified School District and San Ramon Valley Unified School District
- Legal Fees
  - JPA keeps \$20K Admin Fees and F3 receives 50% of balances towards current and deferred fees
  - Deferred liability = \$376,741.90
  - Projected annual legal costs are \$55,000
- 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. Annual projection is approximately \$13,500.
  - Irvine Unified and Clovis Unified waived .25% variable fee through 2020/21.
- McGuire& Associates will be the JPA Consultant
  - No fees will be charged for the 2020/21 fiscal year.
  - All deferred fees have been paid as of 2<sup>nd</sup> Interim
- A JPA is required to maintain a budgeted reserve of 5% of expenditures \$71,000 whichever is greater.



## Summary of Multi-Year Projection

			2020-21 First Interim Projection	2020-21 Second Interim Projection				
Estimates/Projections	2018-19 Actuals	2019-20 Actuals			2021-22	2022-23	2023-24	2024-25
Revenue (Projected)	\$ 40,000	\$ 27,272	\$ 150,500	\$ 150,750	\$ 157,000	\$ 188,200	\$ 225,640	\$ 270,568
Estimated Expenditures and Obligations	\$ -	\$ 5,487	\$ 84,118	\$ 82,618	\$ 202,866	\$ 186,489	\$ 208,089	\$ 302,086
<b>Net</b>	<b>\$ 40,000</b>	<b>\$ 21,785</b>	<b>\$ 66,382</b>	<b>\$ 68,132</b>	<b>\$ (45,866)</b>	<b>\$ 1,711</b>	<b>\$ 17,551</b>	<b>\$ (31,518)</b>
<b>Ending Balance</b>	\$ 40,000	\$ 61,785	\$ 128,167	\$ 129,917	\$ 84,051	\$ 85,762	\$ 103,313	\$ 71,796
<b>Minimum Reserve</b>	\$ 67,000	\$ 69,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000	\$ 71,000
<b>Ending Balance, net of Reserve Requirement</b>	<b>\$ (27,000)</b>	<b>\$ (7,215)</b>	<b>\$ 57,167</b>	<b>\$ 58,917</b>	<b>\$ 13,051</b>	<b>\$ 14,762</b>	<b>\$ 32,313</b>	<b>\$ 796</b>
<b>Revenues</b>								
<b>Projected Revenue</b>								
Founding Member Contributions	\$40,000	\$10,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0
Interest	\$0	\$465	\$500	\$750	\$1,000	\$1,000	\$1,000	\$1,000
New Revenues Projected	\$0	\$0	\$113,193	\$113,193	\$130,000	\$156,000	\$187,200	\$224,640
Sales Revenue (Current + Anticipated Renewals)	\$0	\$16,807	\$16,807	\$16,807	\$26,000	\$31,200	\$37,440	\$44,928
<b>Total</b>	<b>\$40,000</b>	<b>\$27,272</b>	<b>\$150,500</b>	<b>\$150,750</b>	<b>\$157,000</b>	<b>\$188,200</b>	<b>\$225,640</b>	<b>\$270,568</b>
<b>Expenditures</b>								
<b>Fixed/Flat Costs</b>								
McGuire and Associates Contract	\$ -	\$ -	\$ 7,095	\$ 7,095	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Insurance	\$ -	\$ 1,987	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523
Auditor	\$ -	\$ 3,500	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Clovis Unified Admin Fee	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Marketing/Other Misc	\$ -	\$ -	\$ 500	\$ 500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Travel Costs	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Irvine Unified - Tier 1 - Direct Costs	\$ -	\$ -	\$ 15,000	\$ 13,500	\$ 43,294	\$ 13,500	\$ 13,500	\$ 13,500
Irvine Unified - Tier 2 - Staff Time Base Support	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Reimbursing Founding Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payments to Founding Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F3 Ongoing	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
F3 Deferral	\$ -	\$ -	\$ -	\$ -	\$ 13,000	\$ 28,600	\$ 47,320	\$ 128,784
<b>Total Fixed/Flat Costs</b>	<b>\$ -</b>	<b>\$ 5,487</b>	<b>\$ 84,118</b>	<b>\$ 82,618</b>	<b>\$ 175,817</b>	<b>\$ 161,623</b>	<b>\$ 180,343</b>	<b>\$ 261,807</b>
<b>Variable Costs*</b>								
Clovis Admin Fee (0.25%)	\$ -	\$ -	\$ -	\$ -	\$ 13,524	\$ 12,433	\$ 13,873	\$ 20,139
Irvine Procurement Fee (0.25%)	\$ -	\$ -	\$ -	\$ -	\$ 13,524	\$ 12,433	\$ 13,873	\$ 20,139
<b>Total Variable Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,049</b>	<b>\$ 24,865</b>	<b>\$ 27,745</b>	<b>\$ 40,278</b>
<b>Total Costs</b>	<b>\$ -</b>	<b>\$ 5,487</b>	<b>\$ 84,118</b>	<b>\$ 82,618</b>	<b>\$ 202,866</b>	<b>\$ 186,489</b>	<b>\$ 208,089</b>	<b>\$ 302,086</b>

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129, 41023, and 42130)

Signed: \_\_\_\_\_

JPA Administrator or Designee

Date: \_\_\_\_\_

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the JPA. (Pursuant to EC sections 41023 and 42131)

Meeting Date: February 24, 2021

Signed: \_\_\_\_\_

President of the Governing Board

#### CERTIFICATION OF FINANCIAL CONDITION

##### X POSITIVE CERTIFICATION

As President of the Governing Board of this JPA, I certify that based upon current projections this JPA will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

##### \_\_\_\_\_ QUALIFIED CERTIFICATION

As President of the Governing Board of this JPA, I certify that based upon current projections this JPA may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

##### \_\_\_\_\_ NEGATIVE CERTIFICATION

As President of the Governing Board of this JPA, I certify that based upon current projections this JPA will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Susan Rutledge

Telephone: (559)327-9127

Title: Assistant Supt., Business Services

E-mail: susanrutledge@cusd.com

### Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	This criterion is not checked for JPAs.	n/a	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	This criterion is not checked for JPAs.	n/a	
3	ADA to Enrollment	This criterion is not checked for JPAs.	n/a	
4	Local Control Funding Formula (LCFF) Revenue	This criterion is not checked for JPAs.	n/a	
5	Salaries and Benefits	Projected ratio of total salaries and benefits to total general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7	Ongoing and Major Maintenance Account	This criterion is not checked for JPAs.	n/a	
8	Deficit Spending	Deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have transfers to or from the general fund to cover operating deficits changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the JPA have long-term (multiyear) commitments or debt agreements?	X	
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2019-20) annual payment?	n/a	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	n/a	
S7a	Postemployment Benefits Other than Pensions	Does the JPA provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since first interim in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the JPA operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	n/a	
		• Classified? (Section S8B, Line 1b)	n/a	
S9	Status of Other Funds	• Management/supervisor/confidential? (Section S8C, Line 1b)	n/a	
		Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	n/a	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the JPA will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	n/a	
A4	New Charter Schools Impacting JPA's Enrollment	Are any new charter schools operating in JPA boundaries that are impacting the JPA's enrollment, either in the prior or current fiscal years?	n/a	
A5	Salary Increases Exceed COLA	Has the JPA entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the JPA's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the JPA have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of JPA Director or Financial Official	Have there been personnel changes in the JPA director or financial official positions within the last 12 months?	X	

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>A. REVENUES</b>								
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	28,008.00	150,750.00	119,177.09	150,750.00	0.00	0.0%
5) TOTAL, REVENUES			28,008.00	150,750.00	119,177.09	150,750.00		
<b>B. EXPENDITURES</b>								
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	20,504.00	82,618.49	50,690.99	82,618.49	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			20,504.00	82,618.49	50,690.99	82,618.49		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			7,504.00	68,131.51	68,486.10	68,131.51		
<b>D. OTHER FINANCING SOURCES/USES</b>								
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%
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)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			7,504.00	68,131.51	68,486.10	68,131.51		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	61,785.46	61,785.46		61,785.46	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)			61,785.46	61,785.46		61,785.46		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			61,785.46	61,785.46		61,785.46		
2) Ending Balance, June 30 (E + F1e)			69,289.46	129,916.97		129,916.97		
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	69,289.46	129,916.97		129,916.97		



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>FEDERAL REVENUE</b>								
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%
<b>OTHER STATE REVENUE</b>								
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%
<b>OTHER LOCAL REVENUE</b>								
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%
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	0.00	750.00	457.16	750.00	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	20,000.00	20,000.00	20,000.00	0.00	0.0%
All Other Fees and Contracts		8689	28,008.00	130,000.00	98,719.93	130,000.00	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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>28,008.00</b>	<b>150,750.00</b>	<b>119,177.09</b>	<b>150,750.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>28,008.00</b>	<b>150,750.00</b>	<b>119,177.09</b>	<b>150,750.00</b>		

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>CERTIFICATED SALARIES</b>								
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%
<b>CLASSIFIED SALARIES</b>								
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%
<b>EMPLOYEE BENEFITS</b>								
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		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
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)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	1,500.00	1,523.49	1,523.49	1,523.49	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	19,004.00	81,095.00	49,167.50	81,095.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			20,504.00	82,618.49	50,690.99	82,618.49	0.00	0.0%
<b>CAPITAL OUTLAY</b>								
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%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
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%
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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			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)
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
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%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			20,504.00	82,618.49	50,690.99	82,618.49		

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>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
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%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>								
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>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital 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%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>								
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>								
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%
<b>(e) TOTAL, CONTRIBUTIONS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.00	0.00		



Resource	Description	2020/21 Projected Year Totals
Total, Restricted Balance		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099					
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	0.00	0.00%	0.00	0.00%	0.00
4. Other Local Revenues	8600-8799	150,750.00	4.15%	157,000.00	19.87%	188,200.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		150,750.00	4.15%	157,000.00	19.87%	188,200.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				0.00		0.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	0.00	0.00%	0.00	0.00%	0.00
2. Classified Salaries						
a. Base Salaries				0.00		0.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	0.00	0.00%	0.00	0.00%	0.00
3. Employee Benefits	3000-3999	0.00	0.00%	0.00	0.00%	0.00
4. Books and Supplies	4000-4999	0.00	0.00%	0.00	0.00%	0.00
5. Services and Other Operating Expenditures	5000-5999	82,618.49	145.55%	202,866.00	-8.07%	186,489.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section G below)				0.00		0.00
11. Total (Sum lines B1 thru B10)		82,618.49	145.55%	202,866.00	-8.07%	186,489.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE</b>						
(Line A6 minus line B11)		68,131.51		(45,866.00)		1,711.00
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 011, line F1e)		61,785.46		129,916.97		84,050.97
2. Ending Fund Balance (Sum lines C and D1)		129,916.97		84,050.97		85,761.97
3. Components of Ending Fund Balance (Form 011)						
(Enter estimated projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	0.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
2. Unassigned/Unappropriated	9790	129,916.97		84,050.97		85,761.97
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		129,916.97		84,050.97		85,761.97

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	129,916.97		84,050.97		85,761.97
d. Negative Restricted Ending Balances (Negative resources 2000-9999) (Enter projections)	979Z			0.00		0.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		129,916.97		84,050.97		85,761.97
4. Total Available Reserves - by Percent (Line E3 divided by Line F2)		157.25%		41.43%		45.99%
<b>F. RECOMMENDED RESERVES</b>						
1. JPA ADA						
Used to determine the reserve standard percentage level on Line F5 (Enter ADA for current and two subsequent years, if applicable)		0.00		0.00		0.00
2. Total Expenditures and Other Financing Uses (Line B11)		82,618.49		202,866.00		186,489.00
3. Less: Special Education Pass-through (Not applicable for JPAs)		N/A		N/A		N/A
4. Sub-Total (Line F2 minus F3)		82,618.49		202,866.00		186,489.00
5. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		5%		5%		5%
6. Reserve Standard - By Percent (Line F4 times F5)		4,130.92		10,143.30		9,324.45
7. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		71,000.00		71,000.00		71,000.00
8. Reserve Standard (Greater of Line F6 or F7)		71,000.00		71,000.00		71,000.00
9. Available Reserves (Line E3) Meet the Reserve Standard (Line F8)		YES		YES		YES
<b>G. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			48,262.46	48,278.70	50,778.70	50,987.89	56,252.07	21,215.08	26,416.91	109,311.57
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									
Other State Revenue	8300-8599									
Other Local Revenue	8600-8799		16.24	2,500.00	209.19	42,616.30	0.00	3,201.83	70,633.58	0.00
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			16.24	2,500.00	209.19	42,616.30	0.00	3,201.83	70,633.58	0.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999									
Classified Salaries	2000-2999									
Employee Benefits	3000-3999									
Books and Supplies	4000-4999									
Services	5000-5999		0.00	0.00	1,523.49	27,354.00	6,159.50	0.00	15,654.00	3,000.00
Capital Outlay	6000-6599									
Other Outgo	7000-7499									
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			0.00	0.00	1,523.49	27,354.00	6,159.50	0.00	15,654.00	3,000.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299	13,523.00	0.00	0.00	0.00	(37,352.12)	0.00	2,000.00	12,261.08	22,803.04
Due From Other Funds	9310	0.00	0.00	0.00	0.00	28,877.49	(28,877.49)	0.00	15,654.00	3,000.00
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		13,523.00	0.00	0.00	0.00	(8,474.63)	(28,877.49)	2,000.00	27,915.08	25,803.04
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599	0.00	0.00	0.00	(1,523.49)	1,523.49	0.00	0.00	0.00	0.00
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL		0.00	0.00	0.00	(1,523.49)	1,523.49	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS		13,523.00	0.00	0.00	1,523.49	(9,998.12)	(28,877.49)	2,000.00	27,915.08	25,803.04
E. NET INCREASE/DECREASE (B - C + D)			16.24	2,500.00	209.19	5,264.18	(35,036.99)	5,201.83	82,894.66	22,803.04
F. ENDING CASH (A + E)			48,278.70	50,778.70	50,987.89	56,252.07	21,215.08	26,416.91	109,311.57	132,114.61
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		132,114.61	131,798.47	102,870.97	102,870.97				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019							0.00	0.00
Property Taxes	8020-8079							0.00	0.00
Miscellaneous Funds	8080-8099							0.00	0.00
Federal Revenue	8100-8299							0.00	0.00
Other State Revenue	8300-8599							0.00	0.00
Other Local Revenue	8600-8799	31,572.86	0.00	0.00	0.00			150,750.00	150,750.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		31,572.86	0.00	0.00	0.00	0.00	0.00	150,750.00	150,750.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							0.00	0.00
Classified Salaries	2000-2999							0.00	0.00
Employee Benefits	3000-3999							0.00	0.00
Books and Supplies	4000-4999							0.00	0.00
Services	5000-5999	0.00	28,927.50	0.00	0.00			82,618.49	82,618.49
Capital Outlay	6000-6599							0.00	0.00
Other Outgo	7000-7499							0.00	0.00
Interfund Transfers Out	7600-7629							0.00	0.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		0.00	28,927.50	0.00	0.00	0.00	0.00	82,618.49	82,618.49
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299	(13,235.00)	0.00	0.00	0.00			(13,523.00)	
Due From Other Funds	9310	(18,654.00)	0.00	0.00	0.00			0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		(31,889.00)	0.00	0.00	0.00	0.00	0.00	(13,523.00)	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		(31,889.00)	0.00	0.00	0.00	0.00	0.00	(13,523.00)	
E. NET INCREASE/DECREASE (B - C + D)		(316.14)	(28,927.50)	0.00	0.00	0.00	0.00	54,608.51	68,131.51
F. ENDING CASH (A + E)		131,798.47	102,870.97	102,870.97	102,870.97				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								102,870.97	

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ACTUALS THROUGH THE MONTH OF (Enter Month Name):										
A. BEGINNING CASH			102,870.97	102,870.97	102,870.97	91,404.97	91,404.97	91,404.97	79,938.97	79,938.97
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019									
Property Taxes	8020-8079									
Miscellaneous Funds	8080-8099									
Federal Revenue	8100-8299									
Other State Revenue	8300-8599									
Other Local Revenue	8600-8799		0.00	0.00	39,250.00	0.00	0.00	39,250.00	0.00	0.00
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			0.00	0.00	39,250.00	0.00	0.00	39,250.00	0.00	0.00
C. DISBURSEMENTS										
Certificated Salaries	1000-1999									
Classified Salaries	2000-2999									
Employee Benefits	3000-3999									
Books and Supplies	4000-4999									
Services	5000-5999		0.00	0.00	50,716.00	0.00	0.00	50,716.00	0.00	0.00
Capital Outlay	6000-6599									
Other Outgo	7000-7499									
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			0.00	0.00	50,716.00	0.00	0.00	50,716.00	0.00	0.00
D. BALANCE SHEET ITEMS										
<u>Assets and Deferred Outflows</u>										
Cash Not In Treasury	9111-9199									
Accounts Receivable	9200-9299									
Due From Other Funds	9310									
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Liabilities and Deferred Inflows</u>										
Accounts Payable	9500-9599									
Due To Other Funds	9610									
Current Loans	9640									
Unearned Revenues	9650									
Deferred Inflows of Resources	9690									
SUBTOTAL			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>Nonoperating</u>										
Suspense Clearing	9910									
TOTAL BALANCE SHEET ITEMS			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E. NET INCREASE/DECREASE (B - C + D)			0.00	0.00	(11,466.00)	0.00	0.00	(11,466.00)	0.00	0.00
F. ENDING CASH (A + E)			102,870.97	102,870.97	91,404.97	91,404.97	91,404.97	79,938.97	79,938.97	79,938.97
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										



	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):									
A. BEGINNING CASH		79,938.97	68,472.97	68,472.97	68,472.97				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019							0.00	
Property Taxes	8020-8079							0.00	
Miscellaneous Funds	8080-8099							0.00	
Federal Revenue	8100-8299							0.00	
Other State Revenue	8300-8599							0.00	
Other Local Revenue	8600-8799	39,250.00	0.00	0.00	39,250.00			157,000.00	157,000.00
Interfund Transfers In	8910-8929							0.00	
All Other Financing Sources	8930-8979							0.00	
TOTAL RECEIPTS		39,250.00	0.00	0.00	39,250.00	0.00	0.00	157,000.00	157,000.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999							0.00	
Classified Salaries	2000-2999							0.00	
Employee Benefits	3000-3999							0.00	
Books and Supplies	4000-4999							0.00	
Services	5000-5999	50,716.00	0.00	0.00	50,718.00			202,866.00	202,866.00
Capital Outlay	6000-6599							0.00	
Other Outgo	7000-7499							0.00	
Interfund Transfers Out	7600-7629							0.00	
All Other Financing Uses	7630-7699							0.00	
TOTAL DISBURSEMENTS		50,716.00	0.00	0.00	50,718.00	0.00	0.00	202,866.00	202,866.00
D. BALANCE SHEET ITEMS									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199							0.00	
Accounts Receivable	9200-9299							0.00	
Due From Other Funds	9310							0.00	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Liabilities and Deferred Inflows</u>									
Accounts Payable	9500-9599							0.00	
Due To Other Funds	9610							0.00	
Current Loans	9640							0.00	
Unearned Revenues	9650							0.00	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<u>Nonoperating</u>									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
E. NET INCREASE/DECREASE (B - C + D)		(11,466.00)	0.00	0.00	(11,468.00)	0.00	0.00	(45,866.00)	(45,866.00)
F. ENDING CASH (A + E)		68,472.97	68,472.97	68,472.97	57,004.97				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								57,004.97	

Provide methodology and assumptions used to estimate revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments). Deviations from the standards must be explained and may affect the interim certification.

Note: This form is the same as the school district criteria and standards review except for the average daily attendance, enrollment, ADA to enrollment, LCFF revenue, and ongoing and major maintenance account criteria, which are not applicable to JPAs, and the salaries and benefits and deficit spending criteria which measure unrestricted expenditures for districts but total expenditures for JPAs. The criteria and standards review should be completed only to the extent that individual components apply to each JPA, and with concurrence from the reviewing agency.

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## CRITERIA AND STANDARDS

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**1. CRITERION: Average Daily Attendance**

This criterion is not checked for JPAs.

**2. CRITERION: Enrollment**

This criterion is not checked for JPAs.

**3. CRITERION: ADA to Enrollment**

This criterion is not checked for JPAs.

**4. CRITERION: Local Control Funding Formula (LCFF) Revenue**

This criterion is not checked for JPAs.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total salaries and benefits to total general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the JPA's required reserves percentage.

**5A. Calculating the JPA's Historical Average Ratio of Salaries and Benefits to Total General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals		Ratio of Salaries and Benefits to Total Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	0.00		0.0%
Second Prior Year (2018-19)	0.00		0.0%
First Prior Year (2019-20)	0.00	5,486.58	0.0%
Historical Average Ratio:			0.0%

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
JPA's Reserve Standard Percentage (Criterion 10B, Line 4):	5.0%	5.0%	5.0%
JPA's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the JPA's reserve standard percentage):	-5.0% to 5.0%	-5.0% to 5.0%	-5.0% to 5.0%

**5B. Calculating the JPA's Projected Ratio of Salaries and Benefits to Total General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals		Ratio of Salaries and Benefits to Total Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2020-21)	0.00	82,618.49	0.0%	Met
1st Subsequent Year (2021-22)	0.00	202,866.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	186,489.00	0.0%	Met

**5C. Comparison of JPA Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total salaries and benefits to total expenditures has met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**6. CRITERION: Other Revenues and Expenditures**

**STANDARD:** Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating) for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

JPA's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
JPA's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the JPA's Change by Major Object Category and Comparison to the Explanation Percentage Range**

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the JPA's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)</b>				
Current Year (2020-21)	0.00	0.00	0.0%	No
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	No
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	No

**Explanation**  
(required if Yes)

**Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)**

Current Year (2020-21)	0.00	0.00	0.0%	No
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	No
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	No

**Explanation**  
(required if Yes)

**Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)**

Current Year (2020-21)	150,500.00	150,750.00	0.2%	No
1st Subsequent Year (2021-22)	260,500.00	157,000.00	-39.7%	Yes
2nd Subsequent Year (2022-23)	520,500.00	188,200.00	-63.8%	Yes

**Explanation**  
(required if Yes)

Due to the pandemic, the JPA has reassessed its projections to be more conservative.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)**

Current Year (2020-21)	0.00	0.00	0.0%	No
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	No
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	No

**Explanation**  
(required if Yes)

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)**

Current Year (2020-21)	84,118.49	82,618.49	-1.8%	No
1st Subsequent Year (2021-22)	229,317.00	202,866.00	-11.5%	Yes
2nd Subsequent Year (2022-23)	329,523.00	186,489.00	-43.4%	Yes

**Explanation**  
(required if Yes)

Expenditures have been updated as a result of the more conservative revenue projections.

## 6B. Calculating the JPA's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Explanation Range
<b>Total Federal, Other State, and Other Local Revenues (Section 6A)</b>				
Current Year (2020-21)	150,500.00	150,750.00	0.2%	Met
1st Subsequent Year (2021-22)	260,500.00	157,000.00	-39.7%	Not Met
2nd Subsequent Year (2022-23)	520,500.00	188,200.00	-63.8%	Not Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2020-21)	84,118.49	82,618.49	-1.8%	Met
1st Subsequent Year (2021-22)	229,317.00	202,866.00	-11.5%	Not Met
2nd Subsequent Year (2022-23)	329,523.00	186,489.00	-43.4%	Not Met

## 6C. Comparison of JPA Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed since first interim projections by more than the standard in one or more of the current or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**

Federal Revenue  
(linked from 6A  
if NOT met)

**Explanation:**

Other State Revenue  
(linked from 6A  
if NOT met)

**Explanation:**

Other Local Revenue  
(linked from 6A  
if NOT met)

Due to the pandemic, the JPA has reassessed its projections to be more conservative.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed since first interim projections by more than the standard in one or more of the current or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**

Books and Supplies  
(linked from 6A  
if NOT met)

**Explanation:**

Services and Other Exps  
(linked from 6A  
if NOT met)

Expenditures have been updated as a result of the more conservative revenue projections.

**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the JPA is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

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**Determining the JPA's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

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This criterion is not checked for JPAs.



**8. CRITERION: Deficit Spending**

**STANDARD:** Deficit spending (total expenditures and other financing uses is greater than total revenues and other financing sources) as a percentage of total expenditures and other financing uses, has not exceeded one-third of the JPA's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A JPA that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the JPA's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
JPA's Available Reserve Percentage (Criterion 10C, Line 9)	157.3%	41.4%	46.0%
<b>JPA's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):</b>	<b>52.4%</b>	<b>13.8%</b>	<b>15.3%</b>

**8B. Calculating the JPA's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Status
	Net Change in Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)	Deficit Spending Level (If Net Change in Fund Balance is negative, else N/A)	
Current Year (2020-21)	68,131.51	82,618.49	N/A	Met
1st Subsequent Year (2021-22)	(45,866.00)	202,866.00	22.6%	Not Met
2nd Subsequent Year (2022-23)	1,711.00	186,489.00	N/A	Met

**8C. Comparison of JPA Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing both the unrestricted and restricted budgets, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

**Explanation:**  
(required if NOT met)

Since the JPA is new, Districts have waived their administrative fees until the JPA is solvent. The JPA can begin paying the administrative fees in 2021-22 creating a deficit for this one year only.

## 9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

### 9A-1. Determining if the JPA's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 01I, Line F2) (Form MYPI, Line D2)		Status
Current Year (2020-21)	129,916.97		Met
1st Subsequent Year (2021-22)	84,050.97		Met
2nd Subsequent Year (2022-23)	85,761.97		Met

### 9A-2. Comparison of the JPA's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

### 9B-1. Determining if the JPA's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)		Status
Current Year (2020-21)	102,870.97		Met

### 9B-2. Comparison of the JPA's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

Percentage Level	JPA ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238) and then rounded to the nearest thousand.

<sup>3</sup> A JPA that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
JPA ADA (Form MYPI, Line F1, if available; else defaults to zero and may be overwritten)	0	0	0
<b>JPA's Reserve Standard Percentage Level:</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>

**10A. Calculating the JPA's Special Education Pass-through Exclusions (only for JPAs that serve as the AU of a SELPA)**

Special education pass-through exclusions are not applicable for JPAs.

**10B. Calculating the JPA's Reserve Standard**

DATA ENTRY: All data are extracted or calculated.

	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Total Expenditures and Other Financing Uses (Criterion 8, Item 8B)	82,618.49	202,866.00	186,489.00
2. Plus: Special Education Pass-through (Not applicable for JPAs)	N/A	N/A	N/A
3. Net Expenditures and Other Financing Uses (Line B1 plus Line B2)	82,618.49	202,866.00	186,489.00
4. Reserve Standard Percentage Level	5%	5%	5%
5. Reserve Standard - by Percent (Line B3 times Line B4)	4,130.92	10,143.30	9,324.45
6. Reserve Standard - by Amount (\$71,000 for JPAs with less than 1,001 ADA, else 0)	71,000.00	71,000.00	71,000.00
7. <b>JPA's Reserve Standard (Greater of Line B5 or Line B6)</b>	<b>71,000.00</b>	<b>71,000.00</b>	<b>71,000.00</b>

### 10C. Calculating the JPA's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

		Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Reserve Amounts				
1.	General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00	0.00	0.00
2.	General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	0.00	0.00	0.00
3.	General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	129,916.97	84,050.97	85,761.97
4.	General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)		0.00	0.00
5.	Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00	0.00	0.00
6.	Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00	0.00	0.00
7.	Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00	0.00	0.00
8.	JPA's Available Reserve Amount (Lines C1 thru C7)	129,916.97	84,050.97	85,761.97
9.	JPA's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	157.25%	41.43%	45.99%
<b>JPA's Reserve Standard (Section 10B, Line 7):</b>		<b>71,000.00</b>	<b>71,000.00</b>	<b>71,000.00</b>
Status:		Met	Met	Met

### 10D. Comparison of JPA Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

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## SUPPLEMENTAL INFORMATION

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

### S1. Contingent Liabilities

- 1a. Does your JPA have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

### S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your JPA have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

### S3. Temporary Interfund Borrowings

- 1a. Does your JPA have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

No

- 1b. If Yes, identify the interfund borrowings:

### S4. Contingent Revenues

- 1a. Does your JPA have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

JPA's Contributions and Transfers Standard:

**-5.0% to +5.0%**  
**or -\$20,000 to +\$20,000****S5A. Identification of the JPA's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund</b>					
This item is not applicable for JPAs.					
<b>1b. Transfers In, General Fund *</b>					
Current Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the JPA's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1b-1c or if Yes for Item 1d.

1a. This item is not applicable for JPAs.

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

**Explanation:**  
(required if NOT met)

--

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

**Project Information:**  
(required if YES)






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**S6B. Comparison of the JPA's Annual Payments to Prior Year Annual Payment**

---

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent years.

--

---

**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

---

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

n/a
-----

2. Yes - Funding sources will decrease or expire prior to the end of the commitment period, or one-time funding sources are being used for long-term commitment annual payments. Provide an explanation for how those funds will be replaced to continue annual debt service commitments.

--

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the JPA's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your JPA provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

No

- b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

n/a

- c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

n/a

## 2. OPEB Liabilities

- a. Total OPEB liability
- 
- b. OPEB plan(s) fiduciary net position (if applicable)
- 
- c. Total/Net OPEB liability (Line 2a minus Line 2b)

First Interim (Form 01CSI, Item S7A)	Second Interim
0.00	0.00

- d. Is total OPEB liability based on the JPA's estimate or an actuarial valuation?
- 
- e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation


## 3. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method
- 
- Current Year (2020-21)
- 
- 1st Subsequent Year (2021-22)
- 
- 2nd Subsequent Year (2022-23)

First Interim (Form 01CSI, Item S7A)	Second Interim

- b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)
- 
- Current Year (2020-21)
- 
- 1st Subsequent Year (2021-22)
- 
- 2nd Subsequent Year (2022-23)

0.00	0.00

- c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
- 
- Current Year (2020-21)
- 
- 1st Subsequent Year (2021-22)
- 
- 2nd Subsequent Year (2022-23)


- d. Number of retirees receiving OPEB benefits
- 
- Current Year (2020-21)
- 
- 1st Subsequent Year (2021-22)
- 
- 2nd Subsequent Year (2022-23)


## 4. Comments:

## S7B. Identification of the JPA's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for Items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your JPA operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which will be covered in Section S7A) (If No, skip items 1b-4)

No
----

- b. If Yes to Item 1a, have there been changes since first interim in self-insurance liabilities?

n/a
-----

- c. If Yes to Item 1a, have there been changes since first interim in self-insurance contributions?

n/a
-----

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs  
b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs  
Current Year (2020-21)  
1st Subsequent Year (2021-22)  
2nd Subsequent Year (2022-23)

First Interim (Form 01CSI, Item S7B)	Second Interim

- b. Amount contributed (funded) for self-insurance programs  
Current Year (2020-21)  
1st Subsequent Year (2021-22)  
2nd Subsequent Year (2022-23)


4. Comments:

--

**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:**

The JPA must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the JPA governing board and superintendent.

**S8A. Cost Analysis of JPA's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Certificated Labor Agreements as of the Previous Reporting Period**

Were all certificated labor negotiations settled as of first interim projections?

n/a

If Yes or n/a, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	0.0	0.0	0.0	0.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete question 2.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-4.

If No, complete questions 5 and 6.

1b. Are any salary and benefit negotiations still unsettled?

n/a

If Yes, complete questions 5 and 6.

**Negotiations Settled Since First Interim Projections**

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year

or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

5. Cost of a one percent increase in salary and statutory benefits

6. Amount included for any tentative salary schedule increases

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:


--

**Certificated (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):


**S8B. Cost Analysis of JPA's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?

If Yes or n/a, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

n/a

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	0.0	0.0	0.0	0.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

n/a

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete question 2.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-4.

If No, complete questions 5 and 6.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 5 and 6.

n/a

**Negotiations Settled Since First Interim Projections**

2. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

3. Period covered by the agreement:

Begin Date:

End Date:

4. Salary settlement:

Current Year  
(2020-21)1st Subsequent Year  
(2021-22)2nd Subsequent Year  
(2022-23)Is the cost of salary settlement included in the interim and multiyear  
projections (MYPs)?**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year

or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year  
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

5. Cost of a one percent increase in salary and statutory benefits

6. Amount included for any tentative salary schedule increases

Current Year  
(2020-21)1st Subsequent Year  
(2021-22)2nd Subsequent Year  
(2022-23)



**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Classified (Non-management) Prior Year Settlements Negotiated Since First Interim**

Are any new costs negotiated since first interim for prior year settlements included in the interim?

If Yes, amount of new costs included in the interim and MYPs

If Yes, explain the nature of the new costs:


--

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):


**S8C. Cost Analysis of JPA's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?

n/a

If Yes or n/a, complete number of FTEs, then skip to S9.

If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	0.0	0.0	0.0	0.0

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, complete question 2.

If No, complete questions 3 and 4.

n/a

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 3 and 4.

n/a

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

Total cost of salary settlement

Change in salary schedule from prior year  
(may enter text, such as "Reopener")

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

4. Amount included for any tentative salary schedule increases

**Management/Supervisor/Confidential  
Health and Welfare (H&W) Benefits**

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

**Management/Supervisor/Confidential  
Step and Column Adjustments**

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

**Management/Supervisor/Confidential  
Other Benefits (mileage, bonuses, etc.)**

Current Year  
(2020-21)

1st Subsequent Year  
(2021-22)

2nd Subsequent Year  
(2022-23)

- Are costs of other benefits included in the interim and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?
- n/a

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

## ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9 except items A3 and A4, which are not applicable for JPAs; Item A1 is automatically completed based on data from Criterion 9.

A1. Do cash flow projections show that the JPA will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)	No
A2. Is the system of personnel position control independent from the payroll system?	Yes
A3. Is enrollment decreasing in both the prior and current fiscal years?	n/a
A4. Are new charter schools operating in JPA boundaries that impact the JPA's enrollment, either in the prior or current fiscal year?	n/a
A5. Has the JPA entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6. Does the JPA provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7. Is the JPA's financial system independent of the county office system?	Yes
A8. Does the JPA have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)	No
A9. Have there been personnel changes in the JPA director or financial official positions within the last 12 months?	No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

**Comments:**  
(optional)

## End of Joint Powers Agency Second Interim Criteria and Standards Review

## Michelle Bennett

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**From:** Ed Manansala <emanansala@edcoe.org>  
**Sent:** Wednesday, February 24, 2021 11:04 AM  
**To:** David Seabury  
**Cc:** Carrie Pearson; Michelle Bennett; Brianne Ford  
**Subject:** Re: [EXTERNAL] RE: JPA director/secretary

Hello Michelle,

Please note that I would like to name David Seabury as the primary board member for El Dorado County Office of Education on the EdTech JPA.

Thank you for your partnership.

Ed

Ed Manansala, Ed.D.  
County Superintendent of Schools  
El Dorado County Office of Education  
530.295.2229

*Excellence in Education for the 21st Century*

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**From:** David Seabury <dseabury@edcoe.org>  
**Sent:** Thursday, February 18, 2021 10:15 AM  
**To:** Ed Manansala <emanansala@edcoe.org>  
**Cc:** Carrie Pearson <cpearson@edcoe.org>; Michelle Bennett <MichelleBennett@iusd.org>; Brianne Ford <BrianneFord@iusd.org>  
**Subject:** FW: [EXTERNAL] RE: JPA director/secretary

Hi Ed,  
Can you please provide an email response to Michelle stating that you would like to name me as the primary board member on the EdTech JPA?  
Thanks,

David Seabury  
Director of Information Technology  
El Dorado County Office of Education  
530-295-2333

