



**EDUCATION TECHNOLOGY**  
JOINT POWERS AUTHORITY

**List of Attachments**  
**Board Meeting 3/28/2019 2:00pm**

- 1..... 2/28/19 Meeting Minutes
- 2..... 3/15/19 Meeting Minutes
- 3..... Bylaws
- 4..... Operating Procedure: Founding  
Members
- 5..... Founding Member Application
- 6..... Operating Procedure: Associate  
Members
- 7..... Associate Member Application
- 8..... Associate Member Agreement
- 9..... Associate Member Board  
Resolution
- 10..... Resolution: Facilities and  
Resource Management RFP
- 11..... Resolution: Classroom  
Management and Online Safety RFP
- 12..... Resolution: Educational  
Intelligence and Analytics RFP
- 13..... Resolution: Mobile Device  
Management RFP
- 14..... Operating Procedures: Board  
Meetings
- 15..... Operating Procedures:  
Procurement

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

February 28, 2019 2:00 P.M.

Administration Center

5050 Barranca Parkway

Irvine, CA 92604

#### 1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 2:09PM.

#### 2. PUBLIC COMMENT

**None.**

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

#### 3. ROLL CALL

Present:

Brianne Ford with IUSD

Meg Keaney with F3

Michelle Bennett with IUSD

Mark Williams with F3

Francie Heim individual consultant

Michael Johnston with Clovis Unified

Bill McGuire with Twin Rivers as a member of the public

Present by Telephone:

Jeremy Davis with Fullerton USD as a member of the public

John Morgan with Capistrano USD (not voting)

#### 4. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the February 7, 2019 Board Meeting.

Passed with a motion by Michael Johnston and a second by Brianne Ford.

Yes      Brianne Ford

Yes      Michael Johnston

## **5. APPROVAL OF AGENDA**

**Motion Passed:** Adopt Agenda, as presented.

Passed with a motion by Michael Johnston and a second by Brianne Ford.

Yes     Brianne Ford

Yes     Michael Johnston

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

Minutes:

There is no Treasurer report to accept.

## **7. ACCEPTANCE OF CONSENT AGENDA**

Minutes:

There is no consent agenda to approve.

## **8. OLD BUSINESS**

Minutes:

**8.a.** RFP Process.

**8.b.** Vendor Outreach and education process.

**8.c.** Review of JPA Bylaws - additional input/discussion.

**8.d.** Review of insurance options.

**8.e.** Review and input into criteria for additional Founding Members as well as the process for how new members will be added.

**8.f.** Associate member outreach.

## **9. NEW BUSINESS**

**9.a.** 2018-19 BUDGET

**Motion Passed:** Approve the 2018/19 Budget.

Passed with a motion by Brianne Ford and a second by Michael Johnston.

Yes Brianne Ford

Yes Michael Johnston

#### **9.b. ADMINISTRATIVE UNIT FEE PROPOSAL**

**Motion Passed:** Approve the Administrative Unit Fee Proposal.

Passed with a motion by Brianne Ford and a second by Michael Johnston.

Yes Brianne Ford

Yes Michael Johnston

#### **9.c. APPROVE OF F3 PROFESSIONAL SERVICES AGREEMENT**

**Motion Passed:** Approve the Legal Agreement with proposed revisions addressing interest rate, dissolution of JPA, and clarity on amount of reimbursement.

Passed with a motion by Michael Johnston and a second by Brianne Ford.

Yes Brianne Ford

Yes Michael Johnston

#### **9.d. APPROVE OF CONTRACT FOR CONSULTANT/ADMINISTRATION SUPPORT**

**Motion Passed:** Approve the Contract for Consultant/Administration Support.

Passed with a motion by Michael Johnston and a second by Brianne Ford.

Yes Brianne Ford

Yes Michael Johnston

### **10. REPORT OF EXECUTIVE DIRECTOR AND SPECIAL COMMITTEE OF ADVISORY COUNCIL**

Minutes:

#### **10.a. Website Subcommittee Report.**

### **11. SCHEDULING OF NEXT MEETING**

The next meeting shall be a Special Meeting held on March 15, 2019 at 4:00PM at 3387 Barranca Parkway, Irvine, CA 92606, 33122 Valle Rd, San Juan Capistrano, CA 92675, and 1450 Herndon Ave, Clovis, CA 93611.

The next Regular Meeting shall be held on March 28, 2019 at 2:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

### **12. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting.

Passed with a motion by Brianne Ford and a second by Michael Johnston.

Yes     Brianne Ford

Yes     Michael Johnston

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### SPECIAL MEETING OF THE GOVERNING BOARD

March 15, 2019 4:00 P.M.

Learning Center

3389 Barranca Parkway

Irvine, CA 92604

#### 1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 4:05PM.

#### 2. PUBLIC COMMENT

**None.**

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

#### 3. ROLL CALL

Present:

Brianne Ford with IUSD

Michelle Bennett with IUSD

Present by Telephone:

Meg Keaney with F3

John Morgan with Capistrano USD (not voting)

Francie Heim individual consultant

Michael Johnston with Clovis Unified

Susan Rutledge with Clovis Unified

#### 4. APPROVAL OF MINUTES

Minutes:

Minutes of the February meeting will be approved at the regularly scheduled March meeting.

#### 5. APPROVAL OF AGENDA

**Motion Passed:** Adopt Agenda, as presented.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

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

Minutes:

There is no Treasurer report to accept.

## **7. ACCEPTANCE OF CONSENT AGENDA**

Minutes:

There is no consent agenda to approve.

## **8. NEW BUSINESS**

### **8.a. APPROVE AWARD OF RFP NO. 18/19-01 NUTRITION MANAGEMENT SOLUTION**

**Motion Passed:** Award RFP No. 18/19-01 Nutrition Management Solution and authorize the President to execute and deliver Master Agreements, with the understanding that the Agreements will be altered to reflect terms consistent with federal funding requirements to:

- Titan School Solutions, Inc. for Sections 1, 2, 3.1 - 3.12, 3.14, and 4 (full award for partial response)
- WATER WALKERS INC. dba HEALTH-E PRO for Sections 1, 2, , 3.11, 4 (full award for partial response)
- Cybersoft Technologies, INc. dba PrimeroEdge for Sections 1, 2, 3.1 - 3.8, 3.10 - 3.12, and 4 (partial response and met essential requirements for awarded sections)

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

Minutes:

The Board discussed the desired direction to meet federal compliance.

## **9. SCHEDULING OF NEXT MEETING**

The next Regular Meeting shall be held on March 28, 2019 at 2:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

## **10. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

# 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 products and services to its members. The JPA will collect a fee from such the sale of such products and services to its' membership and that fee will be used to pay for the cost of running the JPA. The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced digital 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. The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 13, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

REVISE to exempt district initiating RFP from being charged admin fee, or allow for reimbursement once JPA is financially stable.

## III. BOARD JPA.

**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 member districts 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 is the right 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, cities, counties, and other governmental units. There will 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 Agreement.

- 1) Founding Members shall nominate one (1) person to serve on the JPA's Board of Directors.
- 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 paid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below. REVISE to include conditions under which additional assessments may be charged to Founding Members.
- 4) Founding Members may be located outside of the State of California

**B. Associate Membership.** Associate Membership shall be available to public school districts, charter schools, cities, counties, and other governmental units to the extent allowed by law.

- 1) Associate members shall be entitled to participate in 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

**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. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the

JPA's by-laws and if accepted as a Founding Member, to also pay membership fees as required by the JPA's Board of Directors.

1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA. The Associate Member candidate will fill out and submit a membership application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. 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. Nonpublic school students and personnel are encouraged to participate in programs and services to the extent allowed by law.

2) **Founding Membership Application.** Founding Members may be added by majority vote of the Governing Board, up the limits set forth in Article IV, Section A, above. An Associate Member may be elevated to a Founding Member upon majority approval by the JPA's Board of Directors. The JPA Agreement must be passed by that member's governing board by resolution. 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 Member and have such additional duties and privileges as the Board may designate.

**E. Withdrawal from Founding Membership.** A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its full governing board 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. 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 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.

**F. 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 removal shall be effective immediately following the vote. The removed member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal.

**G. 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 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 Agency or 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.

**H. 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 or governing board. The Founding Member's Board 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. The Board Member may have additional terms at the discretion of the Founding Member's governing board.

**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, 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 a Host Agency as set forth in in Article V, Section F, subd. 9, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors. 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 and a Treasurer-Auditor. 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, nonvoting 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 Irvine Unified School District Office, 5050 Barranca Pkwy, 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 of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting in resolution of the needs of the JPA's membership.

2) **Facilities.** The Board of Directors shall have the JPA provide 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 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-laws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state.

8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public

agencies, business, and industry and may appoint special advisory committees representative of these partners.

NEW Executive Committee. The Board of Directors may establish an Executive Committee to carry out the business of the JPA.

9) **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 discharged by the 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 Board. The Host Agency or Agencies shall be charged with carrying out the purposes of the JPA, including, but not limited to, preparing requests for proposal and negotiating agreements with technology providers, order fulfillment, development and maintenance of digital contract registries, administration of professional development programs for member agencies, and creation of technology centers for the benefit of member agencies. In the event the Host Agency cannot, to the satisfaction of the Board, fulfill the duties prescribed in this Section, 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. REVISE to include administrative unit /treasurer link.

10) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. 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 power 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.

11) **Staff.** Staff shall serve at the will and pleasure of the Host Agency or Agencies, subject to review and consideration by the Board.

12) **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.

13) **Annual Plan.** The Board of Directors shall 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-laws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues and the Administrative Fees 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 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 administrative 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. Insofar as this insurance relates to governmental functions of the Board, the policy of insurance shall contain a provision under which the insurance company agrees to waive the defense of governmental immunity up to the limits of the policy unless the Board consents to the assertion of the defense.

## **VI. MEETINGS AND MINUTES OF PROCEEDINGS**

**A. Meetings.** The Board of Directors shall meet as it considers necessary, and at 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.

a. An electronic agenda shall be sent to each member at least five (5) days prior to the meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.

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

c. The order of business at the board meetings shall be as follows:

- i. Determination of a quorum and call to order.
- ii. Approval of minutes of previous meeting.
- iii. Acceptance of Treasurer-Auditor's report and approval of expenditures.
- iv. Consent Agenda.
- v. Unfinished and old business.
- vi. New business.
- vii. Personnel Items.
- viii. Reports of the Executive Director and any special committees or advisory councils.
- ix. Presentation of written communications.
- x. Adjournment.
- xi. 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-laws. 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 by-laws may be amended by the affirmative vote of a super majority of the Founding Members present at the a duly noticed meeting, provided that the substance of the proposed amendments shall have been submitted in writing to each member at least ten (10) days prior to such vote.

20-41/4380554.3

## Founding Member Procedure Operating Procedure

3.28.2019

As the JPA expands from 4 Founding Members (with Fullerton) to a maximum of 7, the Board should establish a timeline to add three additional member and the criteria to use in determining such membership.

### Timeline

April to May 2019	Consideration of Applications
June 2019	Board Review of Applications and Approval of Additional Founding Members The Board may choose to select from one to three additional members at that time.

### Criteria to Evaluation Potential Members

Size/Scope of the LEA itself, sufficient to increase the potential purchasing power of the JPA

Specific Expertise in the area of technology or purchasing or administrative unit functions that would enhance the JPA operations

Geographic diversity, specifically with a focus in Northern California/Bay Area, that would assist the JPA in expanding associate membership and therefore purchasing power of the JPA.

County Office as a Founding Member, would be considered if it enhances expanding associate membership and/or brings additional expertise in the area of technology, purchasing, or administrative unit functions that would enhance the JPA operations.

### LEA Characteristics

An LEA under consideration as a Founding Member should be able to demonstrate a strong working relationship with Business and IT, with the LEA CBO and IT Leadership in support of the membership.

### Application/Written Commitment

The JPA will develop an application form that that includes a demonstration of commitment by the LEA.

Education Technology JPA  
**Founding Member  
Application**

Name of Organization:

Full Name of Designated Representative:

Title:

Email of Primary Contact:

Street Address:

City:

State:

Zip:

Phone: ext.

Fax:

Type of Public Agency as defined by Government Code Section 6500 et seq.:

- |                          |                            |
|--------------------------|----------------------------|
| <input type="checkbox"/> | Public School District     |
| <input type="checkbox"/> | County Office of Education |
| <input type="checkbox"/> | Community College District |
| <input type="checkbox"/> | Other Public Agency        |

If "Other," please specify:

CDS Code:

1. Please tell us why your Organization is interested in becoming a Founding Member of the Ed Tech JPA.

2. Describe the expertise your Organization will contribute to the Ed Tech JPA in the area of technology, purchasing, and/or other areas of support.

3. The success of the Ed Tech JPA is dependent upon the growth of our Associate Membership and the combined purchasing power that will leverage pricing for JPA members. Describe how your Organization will assist the JPA in growing our Associate Membership.

4. A successful Founding Member will demonstrate an organizational commitment to making the JPA a success. Specifically, we believe that the technology, purchasing, and business office must be dedicated to the success of the JPA. Describe how your Organization has aligned these departments in support of becoming a Founding Member.

## Founding Member Commitments

- \$10,000 financial contribution (one-time, to be reimbursed when JPA is financially able)
- The designated representative (or alternate) will attend monthly JPA meetings in person or by phone.
- Support the JPA by growing the Associate Membership
- Founding Members take on the responsibility of growing the JPA to ensure an organization that is transparent in governance and decision making.
- Founding Members will work toward the goal of building a JPA that provides Founding Member and Associate Members with the best purchasing practices that produce competitive pricing.
- Founding Members assist the JPA by providing support as needed in the JPA operations. Such support may be provided in the area of technology, purchasing expertise, marketing, or other administrative unit functions.

I understand the Founding Member Commitments

\_\_\_\_\_  
Designated Representative

\_\_\_\_\_  
Date

## Associate Member

### Operating Procedure

The JPA will develop board policies to guide operations. Prior to board policies, the JPA governing board will approve operating procedures to guide operations.

## Membership Committee

A Membership Committee will be established to review Associate Member applications and recommend approval. The membership committee will consist of a minimum of one Founding Member and designated leadership support person for the JPA. Additional members may be added at the discretion of the board.

### Eligible Members

Per the current bylaws, any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA

## K-14 Local Education Agencies in California

An application for Associate Membership for any K-14 LEAs is automatically approved.

The membership application process for the JPA will provide for a drop-down menu of all valid CA K-14 LEAs CDS codes. If an agency has a valid CDS code in the system, approval is automatic and placed on the next JPA board consent agenda.

## Other Agencies in California

All other applications will be reviewed by the Membership Committee, who will recommend approval to the board. The criteria for approval will be established by the board, with the intent that some agency categories may be established as automatic.

## All Agencies Outside of California

All applications for agencies outside of CA will be reviewed by the Membership Committee, who will recommend approval to the board. The criteria for approval will be established by the board, with the intent that some agency categories may be established as automatic.

## Approval of Associate Membership

The Membership Committee will recommend a list of new associate members on a monthly basis for board approval as a consent agenda item.

## Maintaining Master List of Associate Membership

Irvine Unified staff will maintain the master list of Associate Members and related information. A master listing will be maintained on the website with periodic updates to the board.

## Associate Membership Appeal Process

If an application is denied, the agency may appeal to the committee who will consider any additional information provided by the agency. The committee will make a recommendation to the Board on the appeal, and the Board will take final action on the application.

### Termination of Associate Membership

The Board, with input from the Membership Committee, will establish a criterion for termination of an Associate Member. The agency may appeal the termination to the committee who will consider any additional information provided by the agency. The committee will make a recommendation to the Board on the appeal, and the Board will take final action on the termination.

### Bylaw Discussion:

We should have greater clarity in our bylaws with regards to our intent of having membership fees.

The following is suggested intent language to consider incorporating in a future bylaw revision:

The JPA does not intend to charge membership fees, but the bylaws provide for that flexibility, should the board consider that option at a later date.

If a change is made to charge a membership fee, all existing members would be notified of the change and given the option to discontinue membership or sign a new agreement that recognizes the membership fee.

### Per Current Bylaws:

**B. Associate Membership.** Associate Membership shall be available to public school districts, charter schools, cities, counties, and other governmental units to the extent allowed by law.

- 1) Associate members shall be entitled to participate in 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

**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. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and if accepted as a Founding Member, to also pay membership fees as required by the JPA's Board of Directors.

- 1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA. The Associate Member candidate will fill out and submit a membership application. 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. Nonpublic school students and personnel are encouraged to participate in programs and services to the extent allowed by law.

Education Technology JPA  
Associate Membership Application

Name or Organization:

Full Name of Designated Representative:

Title:

Email of Primary Contact:

Street Address:

City:

State:

Zip:

Phone: ext.

Fax:

Type of Public Agency as defined by Government Code Section 6500 et seq.:

☐

Public School District

☐

County Office of Education

☐

Community College District

☐

Other Public Agency

If "Other," please specify:

CDS Code:

**\*\*This form must be accompanied by the executed Associate Membership Agreement. A template board resolution authorizing membership with the Education Technology JPA is available on the Ed Tech JPA website.**

Applicants will be provisionally approved for membership upon receipt of the Application and Associate Membership Agreement. Formal action to approve new Associate Members will occur at the next regularly scheduled Ed Tech JPA board meeting.

**ED TECH JPA  
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of DATE (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and [INSERT DISTRICT NAME] ("Associate Member").

**RECITALS**

**WHEREAS**, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District and Fullerton Elementary School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

**WHEREAS**, Ed Tech JPA's Board issues requests for proposals, evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

**WHEREAS**, Ed Tech JPA negotiates with Vendors to establish the general terms for purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA; and

**WHEREAS**, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

**WHEREAS**, \_\_\_\_\_ is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

**WHEREAS**, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

**WHEREAS**, Governing Board of \_\_\_\_\_ has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

**NOW**, therefore, for good and valuable consideration, the parties agree as follows.

**ARTICLE 1: DEFINITIONS**

"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.



"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's governing Board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications contained in this Request for Proposals, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

## **ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS**

**2.1 Associate Member Status.** The \_\_\_\_\_ [Entity Name] is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.

**2.2 Term.** Membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

**2.3 Fees.** There is no cost to Associate Member to join the Ed Tech JPA. Instead, the Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase

Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. The Administrative Fee shall be non-refundable to Vendor or Associate Members under any circumstances.

**2.3.1 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting.

**2.3.2 No Obligation to Purchase.** Associate Member is not bound to make an education technology software purchase through the Ed Tech JPA. Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. Associate Member acknowledges that it must submit a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of execution, for record-keeping purposes.

**2.3.3 Minimum Price.** Notwithstanding section 2.3.2, above, Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with Vendors under contract with the JPA. Vendors have provided a Minimum Price Guarantee (MPG), whereby, the Vendor has agreed not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price.

**2.4 Designated Representative.** Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the District's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the District's governing board to conduct due diligence in product selection, and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the District's governing board to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party. Associate Member acknowledges that Proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member shall not share Proposals and documentation that may contain proprietary and confidential information with third-parties (with the exception of Ed Tech JPA), unless required to do so by law. In the event that a third-party requests a document in possession of Associate Member, Associate Member shall notify Vendor and redact proprietary information prior to disclosing the requested document.

**2.5 Restrictions.** An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA,

**2.6 Withdrawal.** An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member ~~or~~ from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Associate Members are not entitled to access Ed Tech JPA Master Agreements and other documentation, or the assets of the JPA upon withdrawal.

**2.7 Independent Vendor Selection.** Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local procurement rules prior to entering into Purchase Agreement.

**2.8 Compliance with Laws.** Ed Tech JPA's competitively bid Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that is solely responsible for (a) completing due diligence regarding the suitability of Vendor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its Board and executed the Purchase Agreement with the Vendor for the Product. Vendor is not bound to provide products and/or services until full execution of the Purchase Agreement.

**2.9 Liabilities.** The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**2.10 Release.** Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

**2.11 Reservation of Rights.** Ed Tech JPA reserves the right to cancel the whole or any part of this contract due to failure by the Associate Member to carry out any obligation, term or condition of the contract, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

**2.12 Indemnification.** Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Governing Board and its Board members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

**2.13 Amendments.** This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**2.14 Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

**2.15 Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**2.16 Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Associate Member**

**Education Technology JPA**

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

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

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

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

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

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

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

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

20-41/4425452.2

**RESOLUTION NUMBER**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE [DISTRICT NAME] ADOPTING  
AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE  
EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY**

**WHEREAS,**  [insert district name] has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

**WHEREAS,** other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

**WHEREAS,** Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

**WHEREAS,** California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

**WHEREAS,** the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, and the Clovis Unified School District and have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

**WHEREAS,** the governing Board of [DISTRICT NAME] ("District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as ATTACHMENT 1, under which the District will become an associate member of Education Technology JPA; and

**WHEREAS,** the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA, is in the best interests of the District.

**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Governing Board of \_\_\_\_\_ [insert district name] hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

2. The Governing Board authorizes the Superintendent or designee to appoint District's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED by the following called vote on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

AYE:

NO:

ABSENT:

ABSTAIN:

By: \_\_\_\_\_  
Board President

#### CERTIFICATION

I, \_\_\_\_\_, Secretary/Clerk to the Governing Board of the [District Name], do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated, which resolution is on file in the office of the said Board.

**Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-8**

**APPROVAL OF FACILITIES AND RESOURCE MANAGEMENT RFP PROCESS**

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

**WHEREAS**, Facilities and Resource Management Platforms and related services are of a specialized and unique nature; and

**WHEREAS**, Facilities and Resource Management Platforms are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

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

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

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

**WHEREAS**, Ed Tech JPA members include school districts; and

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

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

1. Ed Tech JPA's proposed procurement of a Facilities and Resource Management Platform and related services qualifies as procurement under Public Contract Code section 20118.2 and is hereby authorized by the Board.

2. The evaluation factors are hereby authorized and approved.

3. The multiple award schedule of the RFP and authorization for the Board President to enter into a Master Contract between Ed Tech JPA and selected providers shall be taken by separate Board action.

ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of March, 2019.

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION**

By:

Board President

Attest:

Secretary



**Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-9**

**APPROVAL OF CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY RFP PROCESS**

**WHEREAS**, the Education Technology Joint Powers Authority ("Ed Tech JPA") wishes to enter into Master Contracts with providers for Classroom Management and Student Online Safety Systems and related services in order to accommodate Associate Members' current and future classroom management and student online safety needs; and

**WHEREAS**, Classroom Management and Student Online Safety Platforms and related services are of a specialized and unique nature; and

**WHEREAS**, Classroom Management and Student Online Safety Platforms are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

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

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

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

**WHEREAS**, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of March, 2019.

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION**

By:

Board President

Attest:

Secretary

**Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-10**

**APPROVAL OF EDUCATIONAL INTELLIGENCE AND ANALYTICS SOLUTION RFP PROCESS**

**WHEREAS**, the Education Technology Joint Powers Authority ("Ed Tech JPA") wishes to enter into Master Contracts with providers for Educational Intelligence and Analytics Solutions and related services in order to accommodate Associate Members' current and future intelligence and analytics needs; and

**WHEREAS**, Educational Intelligence and Analytics Solutions and related services are of a specialized and unique nature; and

**WHEREAS**, Educational Intelligence and Analytics Solutions are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

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

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

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

**WHEREAS**, Ed Tech JPA members include school districts; and

**WHEREAS**, Ed Tech JPA intends to publish an RFP for the acquisition of a Educational Intelligence and Analytics Solutions, with the following evaluation components: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price , and (4) Technology Requirements.

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

1. Ed Tech JPA's proposed procurement of a Educational Intelligence and Analytics Solutions and related services qualifies as procurement under Public Contract Code section 20118.2 and is hereby authorized by the Board.

2. The evaluation factors are hereby authorized and approved.

3. The multiple award schedule of the RFP and authorization for the Board President to enter into a Master Contract between Ed Tech JPA and selected providers shall be taken by separate Board action.

ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of March, 2019.

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION**

By:

Board President

Attest:

Secretary

**Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-11**

**APPROVAL OF MOBILE DEVICE MANAGEMENT RFP PROCESS**

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

**WHEREAS**, Mobile Device Management Platforms and related services are of a specialized and unique nature; and

**WHEREAS**, Mobile Device Management Platforms are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

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

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

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

**WHEREAS**, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this 28<sup>th</sup> day of March, 2019.

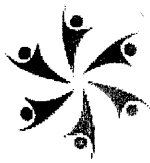
**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION**

By:

Board President

Attest:

Secretary



## **Board Meeting Operating Procedures (DRAFT)**

<b>Board Meeting Calendar</b>	<b>2</b>
<b>Agenda Development</b>	<b>2</b>
<b>Notice of Board Meetings and Posting of the Agenda</b>	<b>2</b>
<b>Board Meeting Supporting Documentation</b>	<b>2</b>
<b>Board Meeting Action Items</b>	<b>2</b>
<b>Board Meeting Minutes</b>	<b>2</b>
<b>Other</b>	<b>2</b>



## 1. Board Meeting Calendar

Ed Tech JPA shall conduct Regular Board Meetings on a monthly basis. Ed Tech JPA may call Special Board Meetings as necessary.

## 2. Agenda Development

- a. Standing Items
- b. Additional Agenda Items

## 3. Notice of Board Meetings and Posting of the Agenda

Regular Board Meeting Agendas shall be posted in a public location and on the Ed Tech JPA website no less than 72 hours prior to the scheduled Board Meeting.

Special Board Meeting Agendas shall be posted in a public location and on the Ed Tech JPA website no less than 24 hours prior to the scheduled Special Board Meeting.

## 4. Board Meeting Supporting Documentation

Documentation supporting Board Agenda items may be submitted prior to or at Board Meetings. Attachments may be published on Ed Tech JPA's website prior to or following the Board Meeting.

## 5. Board Meeting Action Items

All Action Items will be included in the Board Agenda and voted on at the Board Meeting.

## 6. Board Meeting Minutes

Meeting Minutes shall be approved at the following Regular Board Meeting. After approval Minutes shall be posted on the Ed Tech JPA Website.

## 7. Other

- a.



## **Procurement Operating Procedures (DRAFT)**

<b>Selection of Products</b>	<b>2</b>
<b>RFP Development (template &amp; functionality &amp; usability : how to determine)</b>	<b>2</b>
<b>Board Approval of RFP Process and Criteria</b>	<b>2</b>
<b>RFP Process</b>	<b>3</b>
<b>Selection of Finalists</b>	<b>3</b>
<b>Contract Negotiations</b>	<b>4</b>
<b>Award (board templates &amp; procedures)</b>	<b>4</b>
<b>Availability to Associate Members</b>	<b>4</b>
<b>Associate Members Procurement Process</b>	<b>5</b>
<b>Payment and Reconciliation</b>	<b>5</b>
<b>Exhibit A</b>	<b>6</b>
<b>Exhibit B</b>	<b>8</b>
<b>Exhibit C</b>	<b>11</b>
<b>Exhibit D</b>	<b>22</b>



## 1. Selection of Products

The Ed Tech JPA Board of Directors seeks to develop and issue procurements that offer the greatest potential benefit for our Associate Members. New procurements will be determined by the Board with consideration for:

- Continuity of JPA Services - The Ed Tech JPA will consider expiration of current JPA contracts in planning procurement to ensure continuity of services that our Members rely on.
- Member Need - The Ed Tech JPA will prioritize procurement for categories of products that are in widespread use across educational agencies.
- Bid Limit - The Ed Tech JPA will prioritize procurement for categories of products that are likely to trigger bid limit constraints for our Members.
- Procurement Capacity - The Ed Tech JPA will evaluate the capacity of Founding Member agencies to draft and oversee the procurement process for the specific services or products requested.
- Member Requests - The Ed Tech JPA will consider direct requests for procurement submitted by existing and prospective Members in the determination of upcoming procurements.

Each Request for Proposals or solicitation issued by the Ed Tech JPA will be agendaized and approved by the Ed Tech JPA Board at a public meeting prior to posting (Exhibit A).

## 2. RFP Development (template & functionality & usability : how to determine)

The Ed Tech JPA will develop and maintain a Request for Proposals (RFP) template. The RFP template will be reviewed and approved by the Ed Tech JPA General Counsel. The Founding Member agency sponsoring the RFP will identify subject matter experts to provide input into the product/services-specific criteria for inclusion in the RFP document. The subject matter experts will identify essential requirements in each RFP that will define the minimum qualifications for Vendors wishing to be considered for award. The final RFP document will be reviewed by a Board-designated procurement specialist prior to posting.

## 3. Board Approval of RFP Process and Criteria

The Ed Tech JPA Board will conduct regular Board meetings wherein it will review potential Requests for Proposals (RFPs) for products that may be beneficial to Ed Tech JPA Members. Upon the determination that a RFP will be issued the criteria



for scoring the RFP shall be determined. The Board shall approve the RFP Process and Criteria by Resolution (Exhibit A). Board approval must be obtained prior to the issuance of a RFP.

#### 4. RFP Process

When a RFP is ready for release Ed Tech JPA shall schedule the publication of a Notice Calling for Proposals ("Notice") with a local newspaper of general circulation within Orange County, California. The Notice shall be published at least once a week for two weeks. The RFP shall be posted on Ed Tech JPA's website, in addition to other documents and information relating to the RFP.

A Pre-Proposal Conference may be held, upon Ed Tech JPA's determination. Information regarding any planned Pre-Proposal Conferences shall be included in the Notice and on Ed Tech JPA's website. During the Pre-Proposal Conference vendors may ask question about the RFP Requirements, RFP Process, and miscellaneous questions pertaining to the RFP. Ed Tech JPA will endeavor to answer all vendor questions at the conference, and shall obtain any additional information subsequent to the conference. A Request for Information ("RFI") containing all questions and answers from the Pre-Proposal Conference, and any additional information obtained subsequent to the conference, shall be published on Ed Tech JPA's website approximately one week after the Pre-Proposal Conference.

Vendors may submit additional questions during the RFI period outlined in the RFP. Ed Tech JPA will publish all Vendor questions and Ed Tech JPA's response no later than the RFI Response Deadline listed in the RFP. All communications between Vendors and Ed Tech JPA must be through the Ed Tech JPA Approved Representative.

Amendments to the RFP must be issued and posted on Ed Tech JPA's website no later than **5 days prior** to the RFP closing date.

Responses to the RFP ("Proposals") must be received no later than the date and time listed in the RFP.

#### 5. Selection of Finalists

Ed Tech JPA staff will review Proposals and identify if the Essential/Minimum Requirements ("Requirements") outlined in the RFP have been met. For any Requirements that vendor deviates from the specifications Ed Tech JPA may contact the Vendor with Clarifying Questions to further determine if the Vendor is in compliance with Requirements. Ed Tech JPA staff will complete a Scoring Sheet outlining which sections of the RFP each Vendor has met the





Requirements. A Vendor may qualify for a Master Contract in some sections of the RFP and not others, depending on their score.

Vendors may opt to take exception to one or more Ed Tech JPA requirements. Such exceptions shall be discussed at the Board Meeting wherein the RFP award(s) is/are issued, and the Board shall determine whether to award to the Vendor and establish a Master Contract. If it is determined that an award and Master Contract shall be granted, an indication shall be made to the Vendor's file on Ed Tech JPA's website notifying Members that an exception was made, and that Members' may refer to the RFP for more information.

## 6. Contract Negotiations

Ed Tech JPA will discuss Master Agreement terms directly with prevailing Vendor(s). Contract negotiations may begin during the RFP Request for Clarification process. The Master Agreement will be issued after all terms have been agreed upon by Ed Tech JPA and Vendor.

## 7. Award (board templates & procedures)

Upon completion of the scoring sheet Ed Tech JPA shall present to the governing Board the desired award(s) of the RFP and Master Agreement(s). The Board shall review the scoring sheet and declare prevailing Vendor(s) through Board Resolution (Exhibit B). Board approval must be obtained prior to the execution of a Master Agreement and availability of the product to Members.

## 8. Availability to Associate Members

Following execution of a Master Agreement the Vendor name and product shall be listed on the Ed Tech JPA website. The RFP, Proposal (with vendor-requested redactions), RFP supporting documentation, a fully executed Master Agreement, and a partially completed Purchase Agreement shall be posed on the Ed Tech JPA website, with Member sign-in required.

Ed Tech JPA may promote Membership and access to Master Agreements by participating in conferences, trade shows, discussing membership in person and in online forums, emailing, calling, and any other means Ed Tech JPA determines is an effective way to communicate the benefits of Ed Tech JPA membership to Eligible Entities.



## 9. Associate Members Procurement Process

School Districts and other eligible entities may elect to leverage Master Agreements after becoming Associate Members of Ed Tech JPA. Eligible entities may obtain approval by their governing boards, if applicable, to become an Associate Member and to execute the Associate Member Agreement (Exhibit C). Associate Membership shall become effective upon approval by school districts' governing boards, and ratified at the following Ed Tech JPA Regular Board Meeting. Eligible entities that are not school districts' associate membership shall become effective upon approval of both the eligible entity's governing board or authorized executive, and Ed Tech JPA's governing board.

Associate Members shall track their individual needs and interest in products. Associate Members and eligible entities may view products with available Master Agreements on Ed Tech JPA's website. If an Associate Member has a need for a product offered in a Master Agreement the Associate Member may view the RFP, Proposal [with vendor-requested redactions], RFP supporting documentation, a fully executed Master Agreement, and a partially completed Purchase Agreement after signing in to the Members-Only section of the Ed Tech JPA website.

Associate Members should make their own determination which vendor(s) they are interested in entering into a Purchase Agreement with. Associate Members shall contact Vendors directly to obtain any additional information they desire and to determine an implementation schedule. Associate Members shall inform Vendors that they intent to utilize the Ed Tech JPA Master Agreement and establishing a Purchase Agreement. Upon an Associate Member's determination that they would like to leverage a Master Agreement and enter into a Purchase Agreement they shall obtain approval from their governing board (Exhibit D)

Associate Members shall be obligated to provide all fully executed Purchase Agreements to Ed Tech JPA.

## 10. Payment and Reconciliation

Vendors shall be obligated to provide quarterly reports to Ed Tech JPA outlining all Purchase Agreements with Ed Tech JPA Members and eligible entities, excluding renewals of previous agreements. Vendors shall submit payment for Ed Tech JPA's administrative fees upon submission of the quarterly reports. Ed Tech JPA shall reconcile Vendors' reports with executed Purchase Agreements received from Ed Tech JPA Members.



## Exhibit A

Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-#

### **APPROVAL OF RFP NAME RFP PROCESS**

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

**WHEREAS**, RFP Name and related services are of a specialized and unique nature; and

**WHEREAS**, RFP Name are undergoing rapid and significant changes and Associate Members' demand for these services is increasing; and,

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

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

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

**WHEREAS**, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this #<sup>th</sup> day of Month, 2019.



EDUCATION TECHNOLOGY  
JOINT POWERS AUTHORITY

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF  
EDUCATION

By:

Brianne Ford, Board President

Attest:

Brianne Ford, Secretary



## Exhibit B

Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-#

**AWARD OF MASTER AGREEMENT FOR RFP NAME**

WHEREAS, the Governing Board of Education Technology Joint Powers Authority ("Ed Tech JPA") wishes enter into one or more Master Agreements for RFP Name Solutions and related services in order to accommodate Founding Member and Associate Members' current and future RFP Name service needs; and

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

WHEREAS, the Ed Tech JPA issued Request for Proposals ("RFP") Number and Name and received number responses to its RFP; and

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

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Vendor Legal Name ("Name") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Name; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Vendor Legal Name ("Name") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Name; and

WHEREAS, the Ed Tech JPA finds that the proposal submitted by Vendor Legal Name ("Name") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Name; and

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

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

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

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

WHEREAS, Ed Tech JPA members include school districts; and

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

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

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

ADOPTED, SIGNED AND APPROVED this #th day of Month, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President



**EDUCATION TECHNOLOGY**  
JOINT POWERS AUTHORITY

Attest:

--

Brianne Ford, Secretary



## Exhibit C

Regular Meeting of the Board of Education

Date, Time

SCHOOL DISTRICT

Administration Center

Address

Time Closed Session / Time Regular Meeting

Agenda Item:       **Authorization to Join Education Technology Joint Powers Authority  
(EdTech JPA)**

Rationale:       The Name School District (District) desires to become a member of the Education Technology Joint Powers Authority (EdTech JPA) for the Date through Date term. EdTech JPA acts as a procurement vehicle for technology goods and allows EdTech JPA Members to leverage contracts established through the Request for Proposal (RFP) process, thus alleviating Members' administrative costs and overhead. Each EdTech JPA contract leveraged by the District must be Board approved and executed prior to any obligation to the District.

District/Staff Names

Board Agenda

Date

Financial       No cost to join. Savings is anticipated due to the nature of piggyback  
Impact:       bids.

Recommended   Authorize the membership with Education Technology Joint Powers  
Motion:       Authority (EdTech JPA) effective Date through Date.





**EDUCATION TECHNOLOGY**  
JOINT POWERS AUTHORITY

Quick Summary    Authorize the membership with Education Technology Joint Powers  
/ Abstract:       Authority (EdTech JPA) effective Date through Date.

RESOLUTION NUMBER

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE [DISTRICT NAME] ADOPTING  
AND APPROVING THE ASSOCIATE MEMBERSHIP AGREEMENT JOINING THE  
EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY**

**WHEREAS,**  [insert district name] has been considering methods to better address the procurement costs, data privacy protection, and pricing of its education software, and;

**WHEREAS,** other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to acquire education technology and services for use at their respective facilities, and;

**WHEREAS,** Title 1, Division 7, Chapter 5, Article 1, (Section 6500 et seq.) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them, and;

**WHEREAS,** California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to actively control procurement and privacy terms and to acquire educational software and services for use at their respective facilities, and to establish a coalition to accomplish those ends; and

**WHEREAS,** the Irvine Unified School District, Capistrano Unified School District, Fullerton Unified School District, and the Clovis Unified School District and have formed the Education Technology Joint Powers Authority (Ed Tech JPA), a California joint powers authority, and have agreed to be the Founding Members of Ed Tech JPA, and appointed their respective District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, to serve as a member of the Ed Tech JPA Board; and

**WHEREAS,** the governing Board of [DISTRICT NAME] ("District") has considered the proposed Associate Member Agreement, a draft of which is attached hereto as ATTACHMENT 1, under which the District will become an associate member of Education Technology JPA; and

**WHEREAS,** the District has determined that entering into an Associate Membership Agreement to avail the District to the benefits of the Ed Tech JPA, including obtaining legally compliant and economically priced technology services and products, as well as the financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA, is in the best interests of the District.



**NOW THEREFORE BE IT RESOLVED THAT:**

1. The Governing Board of \_\_\_\_\_ [insert district name] hereby declares and formally approves its membership in Ed Tech JPA, a California Joint Powers Authority, and instructs its duly authorized agent to execute and deliver on its behalf any necessary or appropriate documents to carry out the intent of this resolution, including the Ed Tech JPA Associate Membership Agreement and any agreements necessary or appropriate to participate in Ed Tech JPA programs.

2. The Governing Board authorizes the Superintendent or designee to appoint District's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA.

ADOPTED by the following called vote on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

AYE:

NO:

ABSENT:

ABSTAIN:

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

Board President

**CERTIFICATION**

I, \_\_\_\_\_, Secretary/Clerk to the Governing Board of the [District Name], do hereby certify that the foregoing is a full, true, and correct copy of the resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote stated, which resolution is on file in the office of the said Board.

**ED TECH JPA  
ASSOCIATE MEMBER AGREEMENT**

This Associate Member Agreement is made as of DATE (the "Effective Date"), by and between the Education Technology Joint Powers Authority ("Ed Tech JPA") and [INSERT DISTRICT NAME] ("Associate Member").

**RECITALS**

**WHEREAS**, Articles 1 and 2, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Board of Trustees of Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District and Fullerton Elementary School District ("Founding Members") have executed a Joint Powers Agreement, formally establishing the Ed Tech JPA for the purpose of aggregating purchasing power and expertise to negotiate legally compliant and economically priced technology software agreements for procurement by its members; and

**WHEREAS**, Ed Tech JPA's Board issues requests for proposals, evaluates proposals, and negotiates Master Agreements with vendors that meet minimum criteria established by the Ed Tech JPA's Founding Members; and

**WHEREAS**, Ed Tech JPA negotiates with Vendors to establishes the general terms for purchase of the Product ("Master Agreement") by current Ed Tech JPA members and by other "Eligible Entities" who elect to join the Ed Tech JPA: and

**WHEREAS**, Associate Members electing to use a Master Agreement will enter into a separate contract ("Purchase Agreement") with the Vendor; and

**WHEREAS**, \_\_\_\_\_ is an Eligible Entity with the power to contract and desires to become an Associate Member of Ed Tech JPA so that it may avail itself to the pricing, terms, and conditions leveraged by Ed Tech JPA; and

**WHEREAS**, a condition of joining the Ed Tech JPA is execution of this Associate Member Agreement; and

**WHEREAS**, Governing Board of \_\_\_\_\_ has reviewed the services available from the Ed Tech JPA and determined that the coordinated programs and services provided by Ed Tech JPA will result in benefits that are in the best interest of Associate Member.

**NOW**, therefore, for good and valuable consideration, the parties agree as follows.

**ARTICLE 1: DEFINITIONS**



"Associate Member" shall mean any Eligible Entity that has duly executed and delivered to the Ed Tech JPA an Associate Membership Agreement.

"Designated Representative" shall mean a member of the Associate Member's technology or business services department, or person with equivalent duties and background in education technology procurement, who shall serve as the authorized representative to the JPA. The Designated Representative will be identified on the Associate Membership Application.

"Ed Tech JPA" shall mean the Education Technology Joint Powers Authority created pursuant to the JPA Agreement executed by its Founding Members.

"Eligible Entity" shall mean (a) all California public school districts, county offices of education, and community college districts, and (b) any other public agency in the United States whose procurement rules, whether internal rules or rules enacted pursuant to statute, allow them to purchase goods or services through a procurement vehicle such as Ed Tech JPA.

"Founding Members" shall mean those public school districts, cities, counties, and other governmental units that are signatories to the Joint Powers Agreement and have a voting member serving on the JPA's Board of Directors.

"Implementation Plan" shall mean the mutually agreed upon contract fulfillment requirements established between Associate Member and Vendor for delivery of a product purchased pursuant to the JPA agreements, including timeline, infrastructure and data integration, testing, content creation, training and post-implementation support, and project evaluation.

"Master Agreement" shall mean an agreement entered into between Ed Tech JPA and Vendor following RFP selection process administered by Ed Tech JPA, setting forth the general terms for purchase of a Product.

"Purchase Agreement" shall mean an agreement, duly executed and approved by the Associate Member's governing Board, entered into between Associate Member and Vendor, based on the same general terms and conditions as the Master Agreement.

"Vendor" shall mean an entity or firm selected for a Master Agreement after submitting a responsive proposal in compliance with the specifications contained in this Request for Proposals, including meeting the essential requirements set forth by the Ed Tech JPA's Board.

## **ARTICLE 2: ASSOCIATE MEMBER POWERS, DUTIES, & RESTRICTIONS**

**2.1 Associate Member Status.** The \_\_\_\_\_ [Entity Name] is hereby made an Associate Member of the Ed Tech JPA for all purposes of the Agreement and the Bylaws of the Ed Tech JPA, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by the Associate Member and the Ed Tech JPA, the Associate Member shall be and remain an Associate Member of the Ed Tech JPA.



**2.2 Term.** Membership shall be for one (1) year, and shall automatically renew from year to year, on the same terms and conditions as the prior term, unless terminated sooner by either party.

**2.3 Fees.** There is no cost to Associate Member to join the Ed Tech JPA. Instead, the Ed Tech JPA receives an administrative fee (the "Administrative Fee") for each transaction, calculated as a small percentage of the gross invoiced amount (for some procurements a fixed fee applies) of any Purchase Agreement with Vendor. The administrative fee is used to cover overhead and administrative costs associated with conducting each product procurement and maintaining the JPA. Associate Member's payment to Vendors shall include the Administrative Fee for each executed Purchase Agreement, and Vendor shall deliver the Administrative Fee to Ed Tech JPA. The Administrative Fee shall be non-refundable to Vendor or Associate Members under any circumstances.

**2.3.1 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting.

**2.3.2 No Obligation to Purchase.** Associate Member is not bound to make an education technology software purchase through the Ed Tech JPA. Associate Member may browse products available for purchase and, if a suitable product is identified, Associate Member may enter into a Purchase Agreement directly with Vendor for that product. Associate Member acknowledges that it must submit a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of execution, for record-keeping purposes.

**2.3.3 Minimum Price.** Notwithstanding section 2.3.2, above, Associate Member acknowledges and agrees that the collective bargaining power of the Ed Tech JPA would be undermined if Associate Member used the terms and conditions obtained by the Ed Tech JPA to negotiate separately with Vendor for its own advantage. Associate Member agrees that it will not attempt to negotiate lower prices with Vendors under contract with the JPA. Vendors have provided a Minimum Price Guarantee (MPG), whereby, the Vendor has agreed not to sell directly, or through a reseller, to Ed Tech JPA's Eligible Entities (regardless of whether the Eligible Entity is an Associate Member of the Ed Tech JPA) for a lower price.

**2.4 Designated Representative.** Associate Member shall appoint a Designated Representative to serve as the primary contact with Ed Tech JPA. The Designated Representative should be a member of the District's technology or business services department, or person with equivalent duties and background in education technology procurement. Associate Member will be provided a single sign-on to access to Ed Tech JPA product information. The Designated Representative will be the custodian of Associate Member's credentials and is responsible for account security. The Designated Representative shall be authorized by the District's governing board to conduct due diligence in product selection, and develop an Implementation Plan with Vendors. The Designated Representative shall obtain authority from the District's governing board to negotiate and execute Purchase Agreements with Vendors. Purchase Agreements shall only be made for the direct use of Associate Member and not on behalf of any third party. Associate Member acknowledges that Proposals and other documents may contain proprietary and confidential information. Associate Member agrees to maintain documents in a responsible manner with security measures reflecting best practices. Associate Member shall not share Proposals and documentation that may contain proprietary and confidential information with third-parties (with the exception of Ed Tech JPA), unless required to do so by law. In the event that a third-party requests a



document in possession of Associate Member, Associate Member shall notify Vendor and redact proprietary information prior to disclosing the requested document.

**2.5 Restrictions.** An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board of Directors or the Ed Tech JPA. However, an Associate Member shall be entitled to participate in all programs and other undertakings of the Ed Tech JPA,

**2.6 Withdrawal.** An Associate Member may withdraw from membership in the Ed Tech JPA upon thirty (30) days advance written notice to the Ed Tech JPA. No such withdrawal, however, shall relieve such Associate Member or from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Associate Members are not entitled to access Ed Tech JPA Master Agreements and other documentation, or the assets of the JPA upon withdrawal.

**2.7 Independent Vendor Selection.** Ed Tech JPA does not warrant that the products available will be suitable for the specific needs of individual members. Associate Member agrees to conduct its own due diligence in compliance with all applicable state and federal laws, as well as the requirements of Associate Member's local procurement rules and regulations. Associate Member is solely responsible for determining suitability of product and compliance with local procurement rules prior to entering into Purchase Agreement.

**2.8 Compliance with Laws.** Ed Tech JPA's competitively bid Master Agreements follow bidding and procurement procedures established by the California Public Contract Code and the local body overseeing each respective Founding Member. Associate Member has access to all the contract documentation prepared by Ed Tech JPA and is responsible for compliance with any additional or varying laws and regulations governing its purchases. Associate Member is encouraged to seek approval from its own local agency(s) before entering into a Purchase Agreement with a Vendor.

Master Agreements are available to Associate Members "as is". Ed Tech JPA is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of an Associate Member. Associate Members are permitted to negotiate directly with the Vendor and agree to additional terms and conditions that are separate from the base price.

Associate Member acknowledges and agrees that is solely responsible for (a) completing due diligence regarding the suitability of Vendor, and (b) prior to executing a Purchase Agreement, working directly with the Vendor to establish a suitable Implementation Plan for contract fulfillment. An Associate Member is not bound to a purchase until it has obtained approval from its Board and executed the Purchase Agreement with the Vendor for the Product. Vendor is not bound to provide products and/or services until full execution of the Purchase Agreement.

**2.9 Liabilities.** The debts, liabilities and obligations of the Associate Member shall be the debts, liabilities or obligations of the Associate Member alone and not of the Ed Tech JPA or its membership. There shall be no joint and several liabilities between Ed Tech JPA and Associate Member. Notwithstanding any other provision of this Agreement, in no event, shall Ed Tech JPA be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.



**2.10 Release.** Associate Member acknowledges that Ed Tech JPA is not a party to any Purchase Agreement between the Associate Member and the Vendor. Associate Member is solely responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and providing payment. Any dispute which may arise from Associate Member's participation in Purchase Agreement shall be resolved between the Associate Member and the Vendor. Associate Member will not seek remedy from Ed Tech JPA for issues arising from a Purchase Agreement and hereby waives and releases Ed Tech JPA from all possible claims.

**2.11 Reservation of Rights.** Ed Tech JPA reserves the right to cancel the whole or any part of this contract due to failure by the Associate Member to carry out any obligation, term or condition of the contract, including, failure to follow the established procedure for purchase orders, invoices and receipt of funds, and failure to pay.

**2.12 Indemnification.** Associate Member agrees to defend, indemnify and hold the Ed Tech JPA, its Governing Board and its Board members, as well as all of their respective officers, employees and agents, free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any such use.

**2.13 Amendments.** This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

**2.14 Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

**2.15 Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**2.16 Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]





**EDUCATION TECHNOLOGY**  
**JOINT POWERS AUTHORITY**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Associate Member**

**Education Technology JPA**

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

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

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

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

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

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

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

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

20-41/4425452.2



**Education Technology JPA  
Associate Membership Application**

Name or Organization:

Full Name of Designated Representative:

Title:

Email of Primary Contact:

Street Address:

City:

State:

Zip:

Phone: ext.

Fax:

Type of Public Agency as defined by Government Code Section 6500 et seq.:

Public School District

County Office of Education

Community College District

Other Public Agency

If "Other," please specify:

CDS Code:

**\*\*This form must be accompanied by the executed Associate Membership Agreement. A template board resolution authorizing membership with the Education Technology JPA is available on the Ed Tech JPA website.**

Applicants will be provisionally approved for membership upon receipt of the Application and Associate Membership Agreement. Formal action to approve new Associate Members will occur at the next regularly scheduled Ed Tech JPA board meeting.



## Exhibit D

Regular Meeting of the Board of Education

DATE, TIME PM

SCHOOL DISTRICT

Administration Center

ADDRESS

TIME p.m. Closed Session / TIME p.m. Regular Meeting

Agenda Item: **Authorize the Utilization of Education Technology Joint Powers Authority (EdTech JPA) Contract for the Purchase of RFP/Product Name**

Rationale: The School District (District) has a need for the purchase of a RFP/Product Name.

Pursuant to Public Contract Code section 20118.2 School Districts have the authorization to acquire technology products and services through a Request for Proposals (RFP) process that takes into account requirements and evaluation criteria in addition to cost.

Pursuant to Government Code sections 6500 and 6502, Joint Powers Authorities are allowed to exercise any power common to the contracting parties. Ed Tech JPA is a Joint Powers Authority with the authorization to issue RFPs. the District has previously approved its membership in EdTech JPA and has the authorization to utilize supplies through EdTech JPA awarded contracts. EdTech JPA awarded RFP NUMBER & Name to Vendor Name. Ed Tech JPA Contract No. Number with Vendor Name has a term of Date through Date.

Staff has reviewed the terms, conditions, and pricing of the contract and finds them to be competitive; therefore, recommends authorization for the utilization of Ed Tech JPA Contract No. Number with Vendor Name for the purchase and warranty of a RFP/Product Name.

District/Staff Names

Board Agenda

Date

Financial Impact: Approximately \$### annually.  
Budget

Savings is anticipated, due to reduced pricing of piggyback bid.

Recommended Motion: Authorize the utilization of EdTech JPA Contract No. ## with Vendor Name for the purchase of a RFP/Product Name through Date.



Quick Summary /  
Abstract:

Authorize the utilization of EdTech JPA Contract No. ## with Vendor Name for the purchase of a RFP/Product Name through Date.

**SCHOOL DISTRICT**RESOLUTION No. 18-19- **AWARD OF PURCHASE AGREEMENT FOR RFP NAME**

**WHEREAS**, the Irvine Unified School District ("District") has a need for a RFP Name to accommodate its current and future RFP Name needs;

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

**WHEREAS**, ED Tech JPA is a procurement joint powers authority created pursuant to Government Code section 6500 et seq, to leverage the buying powers of its members to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities;

**WHEREAS**, the District is a Founding Member of Education Technology Joint Powers Authority ("Ed Tech JPA");

**WHEREAS**, the Ed Tech JPA prepared a Request for Proposals ("RFP") for RFP Name and evaluated responses pursuant to the evaluation criteria listed in those documents, including: (1) Functionality and Usability, (2) Vendor Support and Ability to Perform, (3) Price, and (4) Technology Requirements; and

**WHEREAS**, the Ed Tech JPA found that the proposal submitted by Vendor Legal Name ("Name") meets the minimum criteria set forth in the RFP, and entered a Master Agreement with Name;

**WHEREAS**, the Master Agreement authorizes members of the Ed Tech JPA to enter into a Purchase Agreement directly with Name to purchase RFP Name on the same general terms and pricing that are included in the Master Agreement;

**WHEREAS**, the RFP and Master Agreement, as well as the proposed form of the Purchase Agreement, are available on the Ed Tech JPA's website;



**EDUCATION TECHNOLOGY  
JOINT POWERS AUTHORITY**

**WHEREAS**, District has conducted its own due diligence regarding the suitability of Name for its RFP Name, including working with Name to establish an implementation plan for contract fulfillment;

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

**WHEREAS**, the District desires to delegate to the Superintendent or designee, the Chief Technology Officer ("Designee") the authority to finalize, execute and deliver the Purchase Agreement.

**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:**

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of a RFP Name and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, and further evaluated by the District to determine the suitability of Name for the District's specific needs, including price and other factors such as functionality and usability, vendor support and ability to perform, price, and technology requirements, Name is most advantageous to the District.
4. The Board awards a Purchase Agreement for a nutrition management solution to Name.
5. The Board delegates authority to the Superintendent or Designee to execute and deliver the Purchase Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and legal counsel [to the Ed Tech JPA and/or District], and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this      day of Month, 2019.

SCHOOL DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
Board President

Attest \_\_\_\_\_  
Secretary