



## List of Attachments

### Board Meeting 4/26/2019 2:00pm

Item No.	Page No.	Description
1	3	3/28/19 Meeting Minutes
2	8	Bylaws
3	18	JPA Agreement
4	30	Operating Procedure: Founding Members
5	31	Founding Member Application
6	33	Founding Member Board Sample Resolution
7	38	Associate Member Agreement
8	44	Operating Procedure: Associate Members
9	45	Associate Member Application
10	48	Associate Member Board Sample Resolution
11	51	Resolution 18-19-12 Identity Management RFP
12	52	Resolution 18-19-13 Web Design & Hosting RFP
13	53	Operating Procedures: Board Meetings
14	57	Operating Procedures: Procurement

15	83	Regular Board Meeting Schedule
16	85	RFP 18/19-02 Notification System Solution Scoring Sheet
17	86	Resolution 18-19-14 Award of Master Agreement for Notification System Platform to Aeries Software, Inc.
18	88	Resolution 18-19-15 Award of Master Agreement for Notification System Platform to West Interactive Services Corporation
19	90	Revised Budget

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

March 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 2:05 PM.

#### 2. PUBLIC COMMENT

**None.**

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

#### 3. ROLL CALL

##### Present:

Brianne Ford with IUSD

Meg Keaney with F3

Michelle Bennett with IUSD

Francie Heim individual consultant

Jeremy Davis with Fullerton SD

##### Present by Telephone:

Mark Williams with F3

John Morgan with Capistrano USD

Michael Johnston with Clovis USD

Bill McGuire individual consultant

Susan Rutledge with Clovis USD

#### 4. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the February 28, 2019 Regular Board Meeting. Approve the Minutes from the March 15, 2019 Special Meeting with one correction to reflect that John Morgan was voting.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

## **5. APPROVAL OF AGENDA**

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

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

## **6. ACCEPTANCE OF FULLERTON SCHOOL DISTRICT AS A FOUNDING MEMBER OF THE JPA**

**Motion Passed:** Accept Fullerton SD as a Founding Member with Jeremy Davis as primary and Mike McAdam as alternate.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan

## **7. ELECTION OF JEREMY DAVIS AS SECRETARY**

**Motion Passed:** Appoint Jeremy Davis as Secretary.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

## **8. ACCEPTANCE OF TREASURER REPORT**

Minutes: The Federal Tax ID has been received. The County Office approved the formation of the JPA and the fund for Clovis to act as the administrative unit of the JPA. All members of the Board of Directors need to fill in their initial Form 700 disclosure document and establish the initial address. It was suggested that the treasurer and president are the two signatories. Clovis will send invoices to the founding districts quickly. Brianne noted that the purchasing deadline is coming up quickly and asked if the invoices could come out in the next two weeks. Michael agreed.



## **9. ACCEPTANCE OF CONSENT AGENDA**

Minutes:

There is no consent agenda to approve.

## **10. OLD BUSINESS**

Minutes:

**10.a.** RFP Process.

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

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

**10.d.** Review of insurance options.

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

**10.f.** Review input into criteria for Associate Members

**10.g.** Federal purchasing requirements.

**10.h.** Legal contract follow up.

## **9. NEW BUSINESS**

### **9.a. APPROVAL OF FACILITIES AND RESOURCE MANAGEMENT RFP**

**Motion Passed:** Approve the Facilities and Resource Management RFP with scoring criteria and administrative fee as presented.

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

Yes     Brienne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

#### **9.b. APPROVAL OF CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY RFP**

**Motion Passed:** Approve the Classroom Management And Student Online Safety RFP with scoring criteria and administrative fee as presented.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

#### **9.c. APPROVAL OF EDUCATIONAL INTELLIGENCE AND ANALYTICS RFP**

**Motion Passed:** Approve the Educational Intelligence And Analytics RFP with scoring criteria and administrative fee as presented.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

#### **9.d. APPROVAL OF MOBILE DEVICE MANAGEMENT RFP**

**Motion Passed:** Approve the Mobile Device Management RFP with scoring criteria and administrative fee as presented.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

#### **9.e. DETERMINATION OF OFFICIAL ADDRESS**

**Motion Passed:** Approve 1450 Herndon Ave., Clovis, CA 93611 as the official address of the JPA for administrative matters. 5050 Barranca Parkway, Irvine, CA 92604 shall be used as the procurement address.

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

Yes     Brianne Ford  
Yes     Michael Johnston  
Yes     John Morgan  
Yes     Jeremy Davis

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

### **10.a. OPERATING PROCEDURES**

Minutes: Operating Procedures have been drafted. Board Members should look over the procurement procedures for comments before the next meeting.

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

Minutes:

### **11.a. Website Subcommittee Report.**

## **12. SCHEDULING OF NEXT MEETING**

The next meeting shall be a Regular Meeting held on April 26, 2019 at 2:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

## **13. 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 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 the sale of such products and services to its members and that fee will be used to pay for the cost of running the JPA ("Administrative Fee"). The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced digital 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. 14, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

## **III. BOARD JPA.**

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

**B. General Powers.** The Board and the JPA have the power to exercise any power common to its members in furtherance of the functions and objectives set forth in the Joint Powers Agreement to the full extent of the law. Included in those duties and powers 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 be no less than two (2) and no more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Agreement.

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

**B. Associate Membership.** Associate Membership shall be available to public 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.

1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA as an Associate Member. The Associate Member candidate must fill out and submit a membership application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws. 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 a majority vote of the Governing Board, up the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must fill out and submit a founding membership application to the JPA. If approved by the Governing Board, the Founding Member must deliver a copy of the duly authorized and executed Joint Powers Authority Agreement (Ed Tech JPA), also known as the Founding Member Agreement, and the fee as set forth in Article IV, Section A, above. By signing the Founding Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

**D. Correspondent Members.** In states that do not have Joint Powers Authorities, school districts and other local education agencies may apply to join the JPA as an Associate 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 Founding Member subject to removal shall abstain from the vote. 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 Administrative Unit(s), 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 an Administrative Unit(s) as set forth in in Article V, Section F, subd. 10, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors. The Board has discretion to reimburse Founding Members for Administrative Fees resulting from the purchases made pursuant to Master Agreements wherein it acted as the initiating agency. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

**D. Organization.** The Board of Directors of the JPA shall meet following the election each year and organize by electing a President and a Vice-President. The Board of Directors shall appoint a Secretary and a Treasurer. The Board member appointed by the agency serving

as the Administrative Unit overseeing financial activities as described in Article V, Section F, subd. 10, *Administrative Units*, shall be appointed as Treasurer. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

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

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

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

1) **Meeting.** The Board of Directors shall submit an annual evaluation report of the effectiveness of programs and services and an annual plan which describes the objectives and procedures to be implemented in assisting with the resolution of 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 of California.
- 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.
- 9) **Executive Committee.** The Board of Directors may establish an Executive Committee which is hereby empowered to exercise all the powers of the Board of Directors except as otherwise specifically proscribed in these Bylaws, during times when the Board of Directors does not meet or is unable to convene a meeting. Actions requiring a supermajority vote of the Board of Directors require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee. The Board President shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.
- 10) **Administrative Unit(s).** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. An Administrative Unit(s) must be a Founding Member. The duties of each Administrative Unit(s) shall be discharged by that District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, who shall also serve as a member of the Board. The Administrative Unit(s) shall be charged with carrying out the purposes of the JPA, including, but not limited to: 1) procurement activities such as: preparing requests for proposal and negotiating agreements with technology providers; 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; and 2) financial activities such as: establishing a fund with the county treasurer; developing an annual budget; receiving income and processing expenditures; acting as the treasurer for the JPA, including updating the Board, preparing financial statements and contracting with an independent auditor; serving as the employer of record for JPA employees, including the performance of human resources and payroll functions. Administrative Units may be established for purposes not enumerated in this Section. In the event the Administrative Unit(s) cannot, to the satisfaction of the Board, fulfill the duties prescribed by the Board, the duties of the Administrative Unit(s) shall be transferred to another Founding Member. Administrative Unit(s) shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.

11) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors shall 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 powers and duties:

- a. Act as secretary and executive officer of the Board.
- b. Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.
- c. Serve as ex-officio member of all advisory committees or councils appointed by the Board.
- d. Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.
- e. Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.
- f. Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.
- g. Maintain supervisory custody of the funds of the Board.
- h. The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard-copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.
- i. Act for the JPA's Board as the legal representative for State and Federal Programs.

12) **Staff.** Staff shall serve at the will and pleasure of the Administrative Unit(s) or Agencies, subject to review and consideration by the Board.

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



14) **Annual Plan.** The Board of Directors shall 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 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 three (3) days prior to the regular meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

20-41/4380554.3

## **JOINT POWERS AUTHORITY AGREEMENT (ED TECH JPA)**

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

### **RECITALS**

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

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

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

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

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

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

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

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

### **SECTION 1: DEFINITIONS**



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

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

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

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

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

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

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

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

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

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

## **SECTION 2: AUTHORITY**

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

## **SECTION 3: CREATION OF JPA**

Pursuant to California Government Code Sections 6500 et seq., a public entity of the State of California known as the Education Technology Joint Powers Authority has been created and does now exist. The JPA exists separately and apart from the Member Agencies. Pursuant to California Government Code Section 6508.1 the debts, liabilities and obligations of the JPA shall be solely its own and they shall not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, Executive Director or of any Member Agency.

## **SECTION 4: PURPOSE**

The purposes of the JPA include:

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

## **SECTION 5: POWERS**

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

- a) To make and enter into contracts.
- b) To incur debts, liabilities, and obligations.
- c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- d) To sue and be sued in its own name, and to settle any claim against it.
- e) To receive and use contributions and advances from member Districts as provided in California Government Code Section 6505, including contributions or advances of personnel, equipment or property.
- f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- g) To acquire, construct, manage, maintain or operate title to real or personal property or rights or any interest therein.
- h) To employ agents and employees.
- i) To receive, collect, and disburse moneys.
- j) To invest funds not necessary for the immediate operation of the JPA in such securities as allowed by section 53601 of the California Government Code.
- k) To carry out all provisions of this Agreement.
- l) To exercise other reasonable and necessary powers in furtherance or support of any purpose of the JPA or power granted by the Joint Powers Law, this Agreement or the Bylaws of the JPA.



## **SECTION 6: FOUNDING MEMBERS**

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

## **SECTION 7: CORRESPONDENT MEMBERS**

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

## **SECTION 8: ASSOCIATE MEMBERS**

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

## **SECTION 9: BOARD OF DIRECTORS**

- a) Governing Body. The JPA shall be governed by the Board of Directors, which shall be composed of one director representing each Founding Member. Each Founding Member shall appoint its representative to the Board of Directors. Such Director shall serve at the pleasure of the Founding Member. Each member shall have the right to designate an alternate on those occasions that the regularly serving Director cannot attend a meeting, or otherwise attend to the affairs of the JPA.
  - i. Termination of Status as Director. A director and/or alternate director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the JPA receives written notice from the appointing Member of the removal of the director or alternate director, together with a certified copy of the resolution of the Legislative Body of the Member effecting such removal; (2) the withdrawal of the Member from this Agreement; and (3) the death or resignation of the director or alternate director.
- b) Officers. The officers of the JPA shall be a President, Vice- President, Secretary, and Treasurer, whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.
  - i. President and Vice President. The Board shall elect a President and Vice President from among the directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the JPA, the Board shall elect a new President and Vice President, in each succeeding alternating fiscal year. Each officer shall assume the duties of his office upon election. If either the President or Vice President ceases to be a member of the Board, the resulting vacancy shall

- be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board.
- ii. Secretary. The Board shall appoint a Secretary, who may, but need not, be a member of the Board of Directors. The Secretary shall serve at the pleasure of the Board.
  - iii. Treasurer. The treasurer may be someone from a member agency, the county treasurer where the JPA operates, or a certified public accountant who performs the job. Unless the Board of Directors determines otherwise, the Treasurer shall be appointed by the Host Agency and shall serve at the Host Agency's pleasure.
  - iv. Other Officers. The Board may appoint such other officers as it considers necessary, as provided in the Bylaws.
- c) Host Agency. The Founding Members shall appoint no less than one and no more than four of their members as the Host Agency. In the event two host agencies are selected, the Board, by resolution will demarcate their relative duties and responsibilities and in which office the Executive Director shall reside. The Host Agency or Agencies shall serve as the administrative centers for the authority, managing its affairs at the direction of the Board. JPA employees will be housed at the Host Agency, unless otherwise agreed to by the Board of Directors. The designation of the Host Agency or Agencies shall be for five years and may be regularly renewed in four-year terms thereafter. The Host Agency or Agencies shall be entitled to a management fee at a level consistent with that of the industry and which shall be determined by the Board of Directors.
- d) Committees. The Board may establish committees as it deems appropriate to conduct the business of the JPA. Members of Committees shall be appointed by the Board. Each Committee shall have those duties as determined by the Board, or as otherwise set forth in the Bylaws. Each Committee shall meet on the call of its chairperson, and shall report to the Board as directed by the Board.
- e) Meetings. The Bylaws of the JPA shall make provision for calling and holding meetings of the Board of Directors which shall include, in any event, at least one regular meeting annually.
- f) Ralph M. Brown Act. Meetings of the Board of Directors shall be conducted in accordance with this Section, the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- g) Quorum. The presence in person (or by telephone in the case of a noticed telephonic meeting) of a majority of the then duly appointed members (including one alternate in the case of absence of the member) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws, or other applicable provisions of law.



h) Bylaws. The JPA shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the JPA. Each Member Agency will be provided with copies of all such materials.

i) Organizational Structure and Other Responsibilities.

- i. The Board of Directors shall appoint an Executive Director who shall be responsible for the general administration of the business and activities of the JPA as directed by the Board of Directors.
- ii. The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA, whose duties and responsibilities are outlined in more detail below.
- iii. Subject to the direction of the Board of Directors, the Host Agency or Agencies shall provide for the appointment of such other staff of the JPA as may be necessary for the administration of the JPA.
- iv. As determined by the Host Agency or Agencies, staff functions may be performed by employees of the JPA, by officers, directors and employees of Member Agencies and by agents, advisors and consultants retained under contract by JPA.
- v. The Executive Director and other staff of the JPA shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the JPA and any contractual arrangements which may exist between the JPA and the respective person.
- vi. Subject to any applicable contractual arrangements which may take precedence, the Executive Director and Legal Counsel shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the pleasure of the Host Agency or Agencies.
- vii. Principal Office. The principal office of the JPA shall be housed at the site the Host Agency or Agencies, as determined by the Board of Directors.

## **SECTION 10: AGENCY LIABILITY**

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

## **SECTION 11: TREASURER RESPONSIBILITIES**

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

a) The Treasurer shall:

- i. Receive and acknowledge receipt for all funds of the JPA and place them in the treasury of the Treasurer to the credit of the JPA.

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

## SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET

- a) Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfroost ("General Counsel").
- b) Legal Services. General Counsel shall report to the Board of Directors. Counsel shall provide legal services and other requested additional services to the JPA, including the following:
  - i. JPA formation and regulatory compliance.
  - ii. Preparation and review of all product and service RFPs and contracts.
  - iii. Compliance of all digital product and service offerings with all federal and state privacy laws.
  - iv. Compliance of digital product and service offerings with federal and state procurement laws.
  - v. Obtaining and maintaining trademarks and copyrights.
  - vi. Representation in all commercial disputes arising from the operation of the JPA.
  - vii. Employee and personnel law
  - viii. Governance issues, including the Brown Act.
- c) Other Services. General Counsel shall provide the following additional services, as requested
  - i. Marketing and Communication Services
  - ii. If requested, assistance in the development of the JPA website
  - iii. As needed, administrative services.
- d) Development of Legal Budget. Legal services shall have a yearly budget, in an amount conforming with Attachment "A", hereto, and as part of the preparation of the Annual Budget, as set forth in Section 13(a), below. Each year, commencing June 30, 2019, General Counsel shall prepare a Report summarizing the legal activities of General Counsel for the previous year. The Report will also contain a budget and plan of activities for the following year. The Board shall review and approve the Report.



### SECTION 13: ACCOUNTS AND RECORDS

- a) Annual Budget. The JPA shall adopt an annual budget, which shall include a separate budget for each coverage program under development or adopted and implemented by the JPA. The Host Agency or Agencies shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the JPA shall continue to operate using the budget figures from the previous fiscal year.
- b) Funds and Accounts. As directed by the Host Agency or Agencies, the Treasurer of the JPA shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the JPA. Books and records of the JPA in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of Associate Member Agencies. A quarterly unaudited financial statement will be produced and distributed to all Associate Member Agencies. The JPA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- c) Treasurer's Report. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Associate Member Agency.
- d) Annual Audit. Pursuant to Government Code Section 6505, the JPA shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the JPA, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the County Auditor of each California Associate Member Agency within six months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the JPA.

### SECTION 14: TERM OF AGREEMENT

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

### SECTION 15: DISSOLUTION/WITHDRAWAL

- a) Dissolution: This Agreement has no fixed timeframe and the Founding Member Agencies may dissolve the JPA when it no longer serves their interests. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility including claims which have been incurred but

not reported, and shall be determined by independent accountants and actuaries selected by the Governing Board, or the Host Agency or Agencies, if the Governing Board delegates such duties. Any surplus funds remaining after payment of or providing for the JPA's obligations shall be returned to present and former Founding Member Agencies in proportion to contributions made and claims or losses paid.

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

## **SECTION 16: ADDITION OF OTHER AGENCIES**

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

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

## **SECTION 17: GENERAL PROVISIONS**

- a) Amendment. This Agreement may be amended at any time by a 3/4 majority vote of the Board of Directors.
- b) Severability. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.
- c) Approval and Effective Date of Agreement. This Agreement shall be effective upon the approval of the Agreement the governing board of at least two listed members.
- d) Filing with Secretary of State. The President of the JPA shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.



- e) Complete Agreement. The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.
- f) Contract with Each Signatory. Each party to this Agreement shall be deemed and is a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

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

Capistrano Unified School District

By: [Signature]

Date: 4.19.2019

Name: Park Hampton

Title: Deputy Superintendent

*CUSD Board approved 12.12.2018*  
Irvine Unified School District

By: [Signature]

Date: April 8, 2019

Name: John Fogarty

Title: Asst. Supt. Business Services

*IUSD Board Approved 12/11/2018*  
Clovis Unified School District

By: [Signature]

Date: 3/26/19

Name: Michael Johnston

Title: Associate Superintendent, Admin Services

Fullerton School District

By: [Signature]

Date: March 13, 2019

Name: Robert Pletka, Ed.D

Title: Superintendent

General Counsel for Ed Tech JPA

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

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

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

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

**ATTACHMENT "A"**  
**(Legal and Administrative Budget for General Counsel)**

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

20-41/4201527.4



DISCUSSION/ACTION ITEM

**DATE:** March 12, 2019

**TO:** Robert Pletka, Ed.D., District Superintendent

**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support

**SUBJECT:** ADOPT RESOLUTION #18/19-17 TO AUTHORIZE FULLERTON SCHOOL DISTRICT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY AS A FOUNDING MEMBER

Background: Capistrano Unified and Irvine Unified created a Joint Powers Authority (JPA) in December. This JPA will create contracts where districts can purchase software and digital products at low prices without time-consuming RFP and data privacy processes. Clovis Unified has joined the JPA and Fullerton will be the fourth founding member. The JPA hopes to represent all California student for consortium bulk purchases.

Rationale: Districts across the country, including our District, need a method to purchase educational software and other educational digital products with assurances the vendors are giving the best prices, meeting all State procurement laws, and agreeing to abide by all State and federal student data privacy laws. Districts need a central place to purchase these products without spending significant funds on staff hours and legal opinions. This is an opportunity for Fullerton to join as one of the founding members of the JPA. Any other district or COE that wishes to join the JPA would be able to do so as "Associate Members" to take advantage of the JPA pricing and regional training based out of founding districts. All founding districts will have one staff member who serves on the board of the JPA, and each district is taking responsibility over an area of the JPA. The law firm of Fagen, Friedman & Fulfrost will serve as legal counsel for the JPA and has contributed most of the start-up funds. This should save us money through bulk pricing.

Funding: As a host/founding district, our District would be responsible for contributing \$10,000 for legal preparation of the JPA and general administration. This fee will be funded by the general fund. The District would also contribute in-kind time of employees working on the RFP process, as well as time spent consulting with third party contracted vendors. As sales volume through the JPA increases, the District can be reimbursed for the initial investment as well as in-kind time spent. The District may also receive revenue from purchases as sales volume increases.

Recommendation: Adopt Resolution #18/19-17 to authorize Fullerton School District joining the Education Technology Joints Power as a founding member.

JD:kv  
Attachments

## Founding Member Procedure

### Operating Procedure

April 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 June 2019      Consideration of Applications

With input from the board, potential Founding Members will be explored by McGuire & Associates and invited to submit applications for consideration

July 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

August 2019      Founding Member takes to their board for approval

### 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.

LEAs as Founding Members that will support the JPA in creating strategic partnerships that will assist the JPA in expansion of associate membership, e.g. CASBO, CCSESA, ACSA, CETPA.

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 and Purchasing, with CBO, IT, and Purchasing leadership in support of the LEA becoming a founding member.

An LEA will demonstrate the ability to support the JPA in developing key partnerships that will grow the associate membership of the JPA and expand the purchasing power of the JPA.

### 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. The success of the Ed Tech JPA will be dependent upon building partnerships with other educational support agencies, e.g. CASBO, CCSESA, ACSA, CETPA. Describe how your agency can assist the JPA in building these partnerships.

5. 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
- Support the JPA by building partnerships with educational support agencies
- 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

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
CBO

\_\_\_\_\_  
Date

\_\_\_\_\_  
CTO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchasing

\_\_\_\_\_  
Date



## DISCUSSION/ACTION ITEM

DATE: **DATE**

TO: **NAME** District Superintendent

FROM: **NAME**

SUBJECT: **ADOPT RESOLUTION # TO AUTHORIZE NAME SCHOOL DISTRICT JOINING THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY AS A FOUNDING MEMBER**

Background: Capistrano Unified and Irvine Unified created a Joint Powers Authority (JPA) in December, 2018. This JPA will create contracts where districts can purchase software and digital products at low prices without time-consuming RFP and data privacy processes. Clovis Unified and Fullerton have joined the JPA and **NAME** will be the **NUMBER** founding member. The JPA hopes to represent all California student for consortium bulk purchases.

Rationale: Districts across the country, including our District, need a method to purchase educational software and other educational digital products with assurances the vendors are giving the best prices, meeting all State procurement laws, and agreeing to abide by all State and federal student data privacy laws. Districts need a central place to purchase these products without spending significant funds on staff hours and legal opinions. This is an opportunity for **NAME** to join as one of the founding members of the JPA. Any other district or COE that wishes to join the JPA would be able to do so as "Associate Members" to take advantage of the JPA pricing and regional training based out of founding districts. All founding districts have one staff member who serves on the board of the JPA, and each district takes responsibility over an area of the JPA. The law firm of Fagen, Friedman & Fulfroost LLP will serve as legal counsel for the JPA and has contributed most of the start-up funds. This should save us money through bulk pricing.

Funding: As a host/founding district, our District would be responsible for contributing \$10,000 for legal preparation of the JPA and general administration. This fee will be funded by the general fund. The District would also contribute in-kind time of employees working on the RFP process, as well as time spent consulting with third party contracted vendors. As sales volume through the JPA increases, the District can be reimbursed for the initial investment as well as in-kind time spent. The District may also receive revenue from purchases as sales volume increases.

Recommendation: Adopt Resolution # to authorize NAME School District joining the Education Technology Joints Power as a founding member.



**NAME SCHOOL DISTRICT  
RESOLUTION NO.**

**ADOPT AND APPROVE THE JOINT POWERS AUTHORITY AGREEMENT  
JOINING THE EDUCATION TECHNOLOGY JPA AS A FOUNDING MEMBER**

**WHEREAS**, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California, authorizes the joint exercise by two or more public agencies of any power common to them as a Joint Powers Authority (hereinafter referred to as "JPA"); and

**WHEREAS**, school districts are increasingly implementing new technology for the provision of educational services in their curriculum; and

**WHEREAS**, the cost of procuring technology can be considerable for school districts, which often have to make complex and technical assessments regarding the quality of offered products and the additional expense of negotiating the applicable contracts; and

**WHEREAS**, there is considerable variance in the pricing of technology products, with larger and more resourced school districts obtaining products at a substantially lower cost than smaller, less resourced districts; and

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

**WHEREAS**, the parties hereto and the members who join thereafter have the common ability through a JPA to save substantial costs through collective procurements, which can centralize procurement overhead and negotiate advantageous prices; and

**WHEREAS**, there is a need for financial, technical and professional development services to support the successful implementation of products and services purchased through a JPA; and

**WHEREAS**, the Joint Powers Agreement was initially adopted by Irvine Unified School District and Capistrano Unified School District, with further members added as approved by the JPA Board; and

**WHEREAS**, Clovis Unified School District and Fullerton School District have elected to join the JPA as Founding Members, and have been accepted as Founding Members by the JPA Board; and

**WHEREAS**, the governing Board of NAME School District ("District"), has determined that entering into a Joint Powers Agreement for providing legally compliant and economically priced technology services and products is in the best interests of the District.

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

The Governing Board of NAME School District hereby declares and formally approves its membership in the Education Technology JPA, a California Joint Powers Authority and instructs its duly authorized agent to execute on behalf of the NAME School District, the Joint Powers Authority Agreement with Capistrano Unified School District, Irvine Unified School District, Clovis Unified School District, and Fullerton School District.

ADOPTED, SIGNED AND APPROVED this NUMBERth day of MONTH, YEAR.

NAME SCHOOL DISTRICT BOARD  
OF EDUCATION

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

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



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Orange )

CLERK'S CERTIFICATE

I, \_\_\_\_\_, Clerk of the Board of Education of the **NAME** Unified School District, of the County of Orange, California, hereby certify as follows:  
The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly and regularly held at the regular meeting place thereof on **DATE**, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at **ADDRESS**, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this **NUMBER**th day of **MONTH, YEAR**.

\_\_\_\_\_  
Clerk of the Board of Education  
**NAME** School District

**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 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 the 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**, the 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.** Ed TEch JPA may make reasonable charges for its services rendered to members as set forth below.

**2.3.1 Administrative Fee.** 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. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

**2.3.2 Membership Fee.** Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member's withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

**2.3.3 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

**2.3.4 Product Research.** 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. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiated directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

**2.3.5 Minimum Price.** 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 a Vendor under contract with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiated directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will 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. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.

**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.

**2.5 Proprietary/Confidential Materials.** 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 without prior consent from the Vendor and/or Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and/or Ed Tech JPA so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

**2.6 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.

**2.7 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 from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of the JPA.

**2.8 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, state and federal procurement rules prior to entering into Purchase Agreement.

**2.9 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 acknowledges that purchases made with federal funds may be subject to additional requirements. 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, including using price as a significant factor, 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. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to 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: Brianne Ford

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

Title: President

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

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

20-41/4425452.2

## Associate Member

### Operating Procedure

April 2019

## 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 to 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. **This would include charter schools.**

## 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.

Education Technology JPA  
Associate Membership Application

Name or Organization:

Full Name of Designated Representative:

Title:

Email of Primary Contact:

Street Address:

City: State: County: Zip:

Phone: ext. Fax:

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

\_\_\_\_\_ Public School District

\_\_\_\_\_ Other K-12 School \_\_\_\_\_ Charter \_\_\_\_\_ Private

\_\_\_\_\_ County Office of Education

\_\_\_\_\_ Community College District

\_\_\_\_\_ Other Public Agency

If "Other," please specify:

CDS Code:

Average Daily Attendance:

\*\*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.

20-41/4445194.1



**\*\*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.

**Name or Organization \***

**Full Name of Designated Representative \***

**Title \***

**Email of Primary Contact \***

**Street Address \***

**City \***

**State \***

**County**

**Zip \***

Phone \*

Ext

Fax

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

☐ Public School District   ☐ Other K-12 School   ☐ County Office of Education   ☐ Community College District   ☐ Other Public Agency

CDS Code \*

Average Daily Attendance:

Upload Executed Associate Membership Agreement \*

Choose File

 No file chosen 

UPLOAD

Files must be less than 2 MB.

Allowed file types: pdf.

SUBMIT

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 Impact: No cost to join. Savings is anticipated due to the nature of consortium pricing.

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

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



**RESOLUTION NUMBER [REDACTED]**

**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,** [REDACTED] [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. 18-19-12**

**APPROVAL OF IDENTITY MANAGEMENT RFP PROCESS**

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

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

**WHEREAS**, Identity 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 Identity 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 Identity Management Platforms 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.

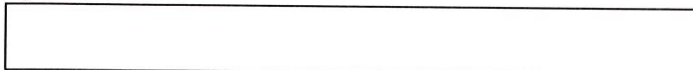
**NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY DOES HEREBY RESOLVE, ORDER, AND DETERMINE AS FOLLOWS:**

1. Ed Tech JPA's proposed procurement of Identity Management Platforms 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 26<sup>th</sup> day of April, 2019.

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

By:



Brianne Ford, Board President

Attest:



Jeremy Davis, Secretary

**Education Technology Joint Powers Authority  
RESOLUTION No. 18-19-13**

**APPROVAL OF WEB DESIGN AND HOSTING SOLUTION RFP PROCESS**

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

**WHEREAS**, Web Design and Hosting Solutions and related services are of a specialized and unique nature; and

**WHEREAS**, Web Design and Hosting 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 Web Design and Hosting 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 Web Design and Hosting Solutions 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 Web Design and Hosting 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 26<sup>th</sup> day of April, 2019.

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

By:

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary



## **Board Meeting Operating Procedures**

<b>Board Meeting Calendar</b>	<b>2</b>
<b>Notice of Board Meetings and Posting of the Agenda</b>	<b>3</b>
<b>Board Meeting Supporting Documentation</b>	<b>3</b>
<b>Order of Business</b>	<b>3</b>
<b>Board Meeting Action Items</b>	<b>4</b>
<b>Board Meeting Minutes</b>	<b>4</b>
<b>Annual Evaluation</b>	<b>4</b>

## 1. Board Meeting Calendar

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

At the first board meeting of each fiscal year Ed Tech JPA shall determine a tentative schedule for Board meetings, which shall be posted on the Ed Tech JPA website. This schedule may be modified to meet the needs of Board members. Modifications to the schedule shall be Board approved and an amended schedule shall be posted to the Ed Tech JPA website.

Ed Tech JPA may call Special Board Meetings as necessary. Agenda Development  
Each regular board meeting Agenda shall incorporate standing Items including, but not limited to:

- Determination of a quorum and call to order.
- Approval of minutes of previous meeting.
- Acceptance of Treasurer's report and approval of expenditures.
- Consent Agenda.
- Unfinished and old business.
- New business.
- Personnel Items.
- Reports of the Executive Director and any special committees or advisory councils.
- Presentation of written communications
- Adjournment.
- The meetings of the Board at which official action is taken shall be public meetings and no person shall be excluded therefrom.

Each board meeting Agenda may incorporate additional agenda items on an as-needed basis. Additional agenda items may include approval of the issuance of Requests for Proposals, the award of Request for Proposals, and other items that require approval by the Board.

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

Regular Board Meetings shall be entered on the Ed Tech JPA Calendar on the Ed Tech JPA Website. Any change in planned Regular Board Meetings shall be updated within 48 hours of the determination of the time and location that The Board Meeting shall be called. 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.

Notices of Special Meetings shall be posted within 24 hours of the determination of the time and location that a Special Meeting shall be called. 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.

## 3. 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.

## 4. Order of Business

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

- 1) Determination of a quorum and call to order.
- 2) Approval of minutes of previous meeting.
- 3) Acceptance of Treasurer-Auditor's report and approval of expenditures.
- 4) Consent Agenda.
- 5) Unfinished and old business.
- 6) New business.
- 7) Personnel Items.
- 8) Reports of the Executive Director and any special committees or advisory councils.
- 9) Presentation of written communications.
- 10) Adjournment.
- 11) The meetings of the Board at which official action is taken shall be public meetings and no person shall be excluded therefrom.



## 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

The JPA Board of Directors meeting minutes shall be posted to the JPA's website after Board approval. 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.

## 7. Annual Evaluation

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.

## Procurement Operating Procedures

Selection of Products	2
RFP Development	2
Board Approval of RFP Process and Criteria	2
RFP Process	3
Selection of Finalists	3
Contract Negotiations	4
Award (board templates & procedures)	4
Availability to Associate Members	4
Associate Members Procurement Process	5
Payment and Reconciliation	5
Exhibit A	6
Exhibit B	8
Exhibit C	11
Exhibit D	23

## 1. Selection of Products

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

- Continuity of JPA Services - 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 - Ed Tech JPA will prioritize procurement for categories of products that are in widespread use across educational agencies.
- Bid Limit - Ed Tech JPA will prioritize procurement for categories of products that are likely to trigger bid limit constraints for our Members.
- Procurement Capacity - 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 - 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 agendized and approved by Ed Tech JPA Board at a public meeting prior to posting (sample Resolution in Exhibit A).

## 2. RFP Development

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 ("Sponsoring Member") 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 (sample Resolution in 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 location of Ed Tech JPA's procurement office. The Notice shall be published at least once a week for two weeks. The RFP and addition to other documents and information relating to the RFP shall be posted on Ed Tech JPA's website.

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 questions 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 or that the team scoring the Proposal would like additional information regarding 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 for some sections of the RFP and not others, depending on the RFP criteria and the vendor's score. If it is determined that a partial 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 a partial award was made, and that Members' may refer to the RFP for more information.

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)

Ed Tech JPA shall award to all qualifying vendors. 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. Members shall make their own determination regarding which vendor(s) they shall enter into a Purchase Agreement with.

## 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 any vendor-requested redactions), RFP supporting documentation including a California Student Data Privacy Agreement, a fully executed Master Agreement, and a partially completed Purchase Agreement ("RFP Documents") shall be posed on the Ed Tech JPA website. The webpage with all RFP Documents shall be password protected and available only to active Members of Ed Tech JPA.

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 any 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 carry out their own due diligence to determine which vendor(s) best fits the unique needs of their organization, keeping price as the most highly weighted factor. 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 intend to utilize the Ed Tech JPA Master Agreement and establish 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 establish details directly with the vendor and obtain approval from their governing board (Exhibit D). Associate Members shall be obligated to provide all fully executed Purchase Agreements to Ed Tech JPA, upon request of 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 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

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

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



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

**RESOLUTION NUMBER [REDACTED]****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,** [REDACTED] [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 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 the 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**, the 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.** Ed Tech JPA may make reasonable charges for its services rendered to members as set forth below.

**2.3.1 Administrative Fee.** 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. Once a Purchase Agreement has been fully executed by the Associate Member and the Vendor, the Administrative Fee is non-refundable under any circumstances.

**2.3.2 Membership Fee.** Currently, there is no cost to Associate Member to join the Ed Tech JPA. The JPA reserves the right, and Associate Member acknowledges such reservation, to assess a fee, (“Membership Fee”) to its Associate Members at an undetermined future date. In such event, Associate Members shall be provided advance notice and be provided the opportunity to withdraw membership prior to assessment of the Membership Fee. Purchase Agreements executed prior to Associates Member’s withdrawal (if applicable), shall remain in effect through their natural termination and any extensions thereto, and the Administrative Fees associated with such Purchase Agreement(s) shall continue to be paid to Ed Tech JPA.

**2.3.3 Audits.** Ed Tech JPA will periodically audit Vendors, and Associate Members will cooperate in transaction reporting including, if requested, providing a copy of all executed Purchase Agreements to Ed Tech JPA within thirty (30) days of such request.

**2.3.4 Product Research.** 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. If a suitable product is not identified, Associate Members are free to solicit proposals and negotiated directly with a vendor not subject to a Master Agreement with the Ed Tech JPA.

**2.3.5 Minimum Price.** 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 a Vendor under contract with the JPA. Notwithstanding the foregoing, Associate Member is free to solicit proposals and negotiated directly with a vendor not subject to a Master Agreement with the Ed Tech JPA. Consistent with this goal, and in order to provide Associate Members with assurances regarding advantageous pricing by purchasing through the JPA, Vendors are requested to provide a Minimum Price Guarantee (MPG), whereby the Vendor will 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. The requirements of this Section do not apply to contracts in existence prior to the establishment of a Master Agreement between Vendor and Ed Tech JPA.



**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.

**2.5 Proprietary/Confidential Materials.** 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 without prior consent from the Vendor and/or Ed Tech JPA as applicable unless required to do so by law. In the event that a third-party requests confidential or proprietary information from Associate Member, Associate Member shall notify Vendor and/or Ed Tech JPA so that Vendor/Ed Tech JPA may assist Associate Member to redact proprietary information prior to disclosing the requested information.

**2.6 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.

**2.7 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 from its obligations under any outstanding Purchase Agreements relating to the Ed Tech JPA. Effective immediately upon withdrawal, Associate Members shall not have access Ed Tech JPA Master Agreements and other documentation, or be entitled to participate in the other programs of the JPA.

**2.8 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, state and federal procurement rules prior to entering into Purchase Agreement.

**2.9 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 acknowledges that purchases made with federal



funds may be subject to additional requirements. 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, including using price as a significant factor, 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. Associate Member acknowledges that Vendor is not bound to provide products and/or services prior to 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: Brianne Ford

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

Title: President

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: County: Zip:

Phone: ext. Fax:

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

Public School District

Other K-12 School ☐ Charter ☐ Private ☐ Alternative ☐ Magnet  
☐ Vocational ☐ Special Education

County Office of Education

Community College District

Other Public Agency

If "Other," please specify:

CDS Code:

Average Daily Attendance:

**\*\*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-**[REDACTED]**

### **AWARD OF PURCHASE AGREEMENT FOR **[REDACTED]****

**WHEREAS**, the Irvine Unified School District ("District") has a need for a **[REDACTED]** to accommodate its current and future **[REDACTED]** 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 **[REDACTED]** 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 **[REDACTED]** ("**[REDACTED]**") meets the minimum criteria set forth in the RFP, and entered a Master Agreement with **[REDACTED]**;

**WHEREAS**, the Master Agreement authorizes members of the Ed Tech JPA to enter into a Purchase Agreement directly with **[REDACTED]** to purchase **[REDACTED]** 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;

**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





# EDUCATION TECHNOLOGY

## JOINT POWERS AUTHORITY

### Regular Board Meeting Schedule

Date	Time	Location
Thursday May 30, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Support Services Conference Room, Irvine, CA 92604
Thursday June 27, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Support Services Conference Room, Irvine, CA 92604
Thursday July 25, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday August 29, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday September 26, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Wednesday October 30, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday November 21, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday December 19, 2019	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday January 30, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604



## EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Thursday February 27, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday March 26, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday April 30, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday May 28, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604
Thursday June 25, 2020	2:00pm - 4:00pm	Irvine USD District Office 5050 Barranca Parkway, Superintendent Conference Room, Irvine, CA 92604

\*These dates and locations may be changed as approved by Ed Tech JPA's governing Board.

Notification System Scoring																
Vendor Name	Scorer Name	All Forms Complete	Compliance With Process/Terms	Part 1: Vnder Experience and Ability to Perform	Part 2: Technology	Part 3: Functionality and Usability					Part 3.6 Mobile App	Part 3.7 Contact Management	Part 3.9 Reporting	Part 3.10 Additional Features	Pricing Compliance	Final Evaluation
AERIES WEST	FINAL	Pass	Pass	Pass	Pass	Part 3.1 General	Part 3.2 School Admin to Families	Part 3.3 Teachers to Families	Part 3.4 Community Messaging	Part 3.5 Two-Way Communication	Pass	Pass	Pass	Pass	Pass	
	FINAL	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass	Pass	



## **Education Technology Joint Powers Authority**

### **RESOLUTION No. 18-19-14**

#### **AWARD OF MASTER AGREEMENT FOR NOTIFICATION SYSTEM PLATFORM**

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

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

**WHEREAS**, the Ed Tech JPA prepared a Request for Proposals ("RFP") for Notification System Solutions and received two responses to its RFP; and

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

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Aeries Software, Inc., dba Eagle Software ("Aeries") meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Aeries; and

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

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

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

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

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

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

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

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of a Notification System Solution 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; Aeries meets the minimum criteria , satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a nutrition management solution to Aeries.
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 26th day of April, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary

## **Education Technology Joint Powers Authority**

### **RESOLUTION No. 18-19-15**

#### **AWARD OF MASTER AGREEMENT FOR NOTIFICATION SYSTEM PLATFORM**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Notification System Solutions and related services in order to accommodate Founding Member and Associate Members’ current and future school messaging needs; and

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

**WHEREAS**, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Notification System Solutions and received two responses to its RFP; and

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

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by West Interactive Services Corporation (“West”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with West; and

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

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

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

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

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



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

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

1. The foregoing recitals are true and correct.
2. The Board finds that the procurement of a Notification System Solution 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; West meets the minimum criteria, satisfies the ED Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for a nutrition management solution to West.
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 26th day of April, 2019.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

Jeremy Davis, Secretary



## 2018-19 Budget Revision

Multi-Year Budget shown as information only. Separate action to take place in June 2019 on 2019-20 budget.

The budget has been revised to reflect the following:

- 4% administrative fee, with no 3<sup>rd</sup> party provider service to manage sales
- Legal costs shown as 1% of sales per participation agreement (1% to 2%) with costs to be reimbursed based on actuals before & after JPA formation.
- 2018-19 transactions limited to possible insurance costs, still pending formal quote.
- F3 paid consultants for January/February. McGuire & Associates will defer March to December payments to January 2020, except for travel reimb.
- Three possible Year 2 scenarios shown, with breakeven at \$500K in sales.
- Assume a board defined leadership support (line 16) for 2020-21 and future years that will take into account reimbursement for RFP and leadership activities by Irvine Unified and others.
- Cash outgo until January 2020 is limited to insurance costs. All other expenditures may be deferred until there is enough cash.

06

			Year 2 Possible Scenarios					
		Year 1	Year 2	Year 2	Year 2	Year 3	Year 4	Year 5
		2018-19	2019-20	2019-20	2019-20	2020-21	2021-22	2022-23
4	Ed Tech JPA Sales - needed to manage expenses		500,000	2,500,000	3,000,000	7,500,000	10,000,000	12,000,000
5	Administrative Fee Revenue %	0.04	0.04	0.04	0.04	0.04	0.04	0.04
6	<b>Income</b>							
7	Founding Members (4) & (3)	40,000	30,000	30,000	30,000			
8	Administrative Fee Revenue from Sales	-	20,000	100,000	120,000	300,000	400,000	480,000
9	Total Income	40,000	50,000	130,000	150,000	300,000	400,000	480,000
10								
11	<b>Expenditures</b>							
12	Legal F3 (est on sales)*	0.01	5,000	25,000	30,000	75,000	100,000	120,000
13	Administrative Unit - \$50k base plus % Sales	0.005	52,500	62,500	65,000	87,500	100,000	110,000
14	Admin Unit deferral		(52,500)			52,500		
15	Leadership support (Bill McGuire/Associates)	14,000	39,000	39,000	39,000			
16	Bill McGuire & Associates deferral **	(14,000)	14,000	14,000	14,000			
17	Leadership support (TBD) ***					40,000	100,000	150,000
18	Marketing/Advertising				5,000	5,000	10,000	10,000
19	Travel Cost Consultant, Legal, Board				5,000	5,000	10,000	10,000
20	Insurance (still pending insurance quote)	3,750	15,000	15,000	15,000	15,000	15,000	15,000
21	Auditor (VTD Estimate)		5,225	5,225	5,225	5,330	5,436	5,545
22	Reimb founding members						35,000	35,000
23	Total Operating Budget	3,750	78,225	160,725	178,225	285,330	375,436	455,545
24								
25	Income less Expenditures	36,250	(28,225)	(30,725)	(28,225)	14,671	24,564	24,455
* Per participation agreement, 1% to 2% of sales, based on costs incurred before and after JPA formation.								
** 2018-19 and 2019-20 costs deferred for payment until Jan 2020, to assist in cash flow. Travel costs to be reimbursed earlier if requested.								
***May include reimbursement to Irvine and other founding members or RFP support and other leadership support or other staffing needs determined by JPA								
25	Beginning balance	0	36,250	36,250	36,250	8,025	22,696	47,259
26	Ending balance	36,250	8,025	5,525	8,025	22,696	47,259	71,715
27	Reserve % TBD		10%	3%	5%	8%	13%	16%

## Issue

The JPA is in need of basic insurance coverage.

## Background

*Per the JPA participation agreement:*

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

Schools Insurance Authority and CSAC Excess Insurance Authority were approached about accepting Ed Tech JPA as a member. Both JPAs referred us to Alliant Insurance, their insurance brokers. Because of the relatively small size of the JPA, Alliant advised that joining a self-insurance risk pool was not the best strategy at this time.

Alliant has provided a quote for insurance for the JPA. A summary of coverages is included in Appendix A.

We received a very generic ballpark estimate of \$15K back in February, and that amount is shown in our budget. The quote for an annual premium is **\$1,399.79**, considerably less than expected.

As the JPA expands, the premium would adjust based on factors. The board may wish to expand coverages, limits, and deductibles. For the exposure base, the carrier uses budget, payroll, number of employees, number of officers/board members and square footage. Sales/income would not necessarily impact the premium but adding new board members would be a change that could impact the premium calculation.

The quote is good for 45 days (received April 25, 2019).

## Recommendation

We recommend the board approve the Alliant quote for an annual cost of \$1,399.79. As the JPA operations grow, the JPA will monitor insurance needs and revisit as needed to ensure adequate coverage.



Appendix A

Special Liability Insurance Program (SLIP) Coverage

<b>INSURANCE COMPANY:</b>	Great American E&S Insurance Company
<b>A.M. BEST RATING:</b>	A+, Superior; Financial Size Category XIV; (\$1.5 Billion to \$2 Billion) as of 8/17/18
<b>STANDARD &amp; POOR'S RATING:</b>	A+ pulled as of 8/24/18
<b>CALIFORNIA STATUS:</b>	Non-Admitted
<b>POLICY/COVERAGE TERM:</b>	September 29, 2018 To September 29, 2019
<b>POLICY NUMBER:</b>	TBD
<b>COVERAGE:</b>	Liability Form on an Occurrence Basis

(Coverage applies only where checked)

		Limits	Deductible/SIR
	Maximum Per Occurrence Limit for all Coverages Combined	\$1,000,000	
<input checked="" type="checkbox"/>	Personal Injury (Including Bodily Injury and Property Damage)	\$1,000,000	\$1,000
<input type="checkbox"/>	Broadcasters Liability	\$	\$
<input type="checkbox"/>	Educators Legal Liability	\$	\$
<input checked="" type="checkbox"/>	Public Officials Errors and Omissions	\$1,000,000	\$1,000
<input type="checkbox"/>	Nonprofit Directors and Officers Liability	\$	\$
<input type="checkbox"/>	Employment Practices Liability	\$	\$
<input type="checkbox"/>	Nose Coverage   Retro Date:	\$	\$
<input type="checkbox"/>	Owned Automobile Liability	\$	\$
<input type="checkbox"/>	Uninsured Motorist Coverage	\$	\$
<input checked="" type="checkbox"/>	Non-Owned and Hired Automobile Liability	\$1,000,000	\$1,000
<b>Annual Aggregate Limits:</b>		<b>Limits</b>	
<input checked="" type="checkbox"/>	Products / Completed Operations	\$1,000,000	
<input checked="" type="checkbox"/>	Public Officials Errors and Omissions	\$1,000,000	
<input type="checkbox"/>	Nonprofit Directors and Officers Liability	\$	
<input type="checkbox"/>	Employment Practices Liability	\$	

**Sub-Limits:**

(Coverage applies only where checked)

		Limits	Deductible/SIR:
<input checked="" type="checkbox"/>	Fire Damage Liability (Sublimit of Personal Injury/Property Damage Coverage Limit) Capped at \$1,000,000	\$1,000,000	\$1,000

**SLIP Cyber Liability Coverage**

**INSURANCE COMPANY:**

**A.M. BEST RATING:**

**STANDARD & POOR'S RATING:**

**CALIFORNIA STATUS:**

**POLICY/COVERAGE TERM:**

AIG Specialty Insurance Company

A (Excellent), Financial Size Category: XV  
(\$2 Billion or Greater) as of June 20, 2018

A+ (Strong) pulled as of August 24, 2018

Non-Admitted

September 29, 2018 To September 29, 2019

**Policy Number:**

TBD

**Coverage:**

Information Security & Privacy Insurance

**Notice:**

Policy coverage sections Information Security & Privacy Liability, Privacy Notification Costs and Regulatory Defense & Penalties of this policy provide coverage on a claims made and reported basis; except as otherwise provided, coverage under these insuring agreements applies only to claims first made against the insured and reported to underwriters during the policy period.

**Retro Active Date:**

TBD

**Continuity Date:**

TBD

**Coverage Form:**

SRP – Security & Privacy, Event Management, Network Interruption, Cyber Extortion Media Content

**Limits:**

3,500,000	Affected Persons Annual Policy and Program Aggregate for all members combined
100,000	Affected Person Limit and Annual Member Aggregate (Maximum number of affected persons who may receive privacy event services. Payments made are not a part of the Limit of Liability. An approved Chartis vendor to provide services.)

SLIP Cyber Liability Coverage – Continued

<b>Limits:</b> (program aggregates)	\$ 10,000,000	Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 10,000,000	Media Content Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 10,000,000	Security & Privacy Liability Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 10,000,000	Regulatory Action Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 10,000,000	Network Interruption Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 10,000,000	Cyber Extortion Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.
	\$ 5,000,000	Event Management Annual Policy and Program Aggregate for all members combined (Aggregate for all coverages combined including claims expenses), subject to sub-limits as noted below.