



List of Attachments

Board Meeting 7/30/2019 3:00pm

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EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

June 27, 2019 1:00 P.M.

Procurement Center

5050 Barranca Parkway

Irvine, CA 92604

1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 1:03 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

Jeremy Davis with Fullerton SD

John Morgan with Capistrano USD

Michael Johnston with Clovis USD

4. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the May 30, 2019 Regular Board Meeting.

Passed with a motion by John Morgan and a second by Jeremy Davis.

Yes Brianne Ford

Yes Michael Johnston

Yes John Morgan

Yes Jeremy Davis

5. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

6. ACCEPTANCE OF BOARD MEMBER REPORTS

Minutes: Capistrano Unified has taken the lead for marketing and communications. Communications with vendors and members were discussed.

7. ACCEPTANCE OF TREASURER REPORT

Minutes: Initial contributions, expenses, Clovis USD's administrative fee, and Purchase Agreement usage and reporting were discussed.

8. ACCEPTANCE OF STANDING REPORTS

8.a. Membership

Minutes: Founding and associate membership were discussed.

8.b. Communications

Minutes: RFP priorities related to members were discussed.

8.c. Procurement

Minutes: The Mobile Device Management RFP is currently open and will close on July 29, 2019.

Upcoming RFPs are: Assessment, Help Desk, and MultiMedia (video production and audio visual). The administrative fees related to hardware and software and lower prices for associate members were discussed.

9. ACCEPTANCE OF CONSENT AGENDA

9.a. Motion Passed: Ratify Approval of New Associate Members: Central Unified School District, Los Alamitos School District, and San Diego County Superintendent of Schools.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

10. OLD BUSINESS

10.a. Federal purchasing requirements.

Minutes: No update. This item is now closed and will be removed from future agendas.

11. NEW BUSINESS

11.a. APPROVE 2019-20 BUDGET

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.b. APPROVE AWARD OF RFP NO. 18/19-05 CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY SYSTEM TO AMPLIFIED IT, LLC FOR THE LIMINEX, INC. DBA GOGUARDIAN PRODUCT

Motion Passed: Award RFP No. 18/19-05 Classroom Management and Student Online Safety System and authorize the President to execute and deliver a Master Agreement to Amplified IT, LLC for the Liminex, Inc. dba GoGuardian product for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.c. APPROVE AWARD OF RFP NO. 18/19-05 CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY SYSTEM TO BLOCKSI INC

Motion Passed: Award RFP No. 18/19-05 Classroom Management and Student Online Safety System and authorize the President to execute and deliver a Master Agreement to Blocksi Inc for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.d. APPROVE AWARD OF RFP NO. 18/19-05 CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY SYSTEM TO CDW LLC dba CDW GOVERNMENT LLC, and CDW GOVERNMENT FOR THE SECURLY, INC. PRODUCT

Motion Passed: Award RFP No. 18/19-05 Classroom Management and Student Online Safety System and authorize the President to execute and deliver a Master Agreement to CDW LLC dba CDW Government, LLC and CDW Government for the Securly, Inc. product for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.e. APPROVE AWARD OF RFP NO. 18/19-05 CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY SYSTEM TO NETOP TECH INC

Motion Passed: Award RFP No. 18/19-05 Classroom Management and Student Online Safety System and authorize the President to execute and deliver a Master Agreement to Netop Tech Inc for Sections 1, 2, 3.2, and 4 contingent upon successful contract negotiations.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.f. APPROVE AWARD OF RFP NO. 18/19-05 CLASSROOM MANAGEMENT AND STUDENT ONLINE SAFETY SYSTEM TO SECURLY, INC.

Motion Passed: Award RFP No. 18/19-05 Classroom Management and Student Online Safety System and authorize the President to execute and deliver a Master Agreement to Securly, Inc. for Sections 1, 2, 3, and 4 (full award) contingent upon successful contract negotiations.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.g. APPROVE ASSESSMENT PLATFORM RFP

Motion Passed: Approve the Assessment Platform RFP with scoring criteria and administrative fee as presented.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

11.h. APPROVE TECHNOLOGY EQUIPMENT AND PERIPHERALS RFP

Motion To Table:

Motion to Table until next regular board meeting to allow board members to present a proposed administrative fee structure by John Morgan and a second by Jeremy Davis.

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

12. NEW BUSINESS (NON ACTION ITEMS)

12.a. Marketing and Communicating Update.

Minutes: Member communications and marketing strategies were discussed.

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

Minutes: None.

14. SCHEDULING OF NEXT MEETING

The next Regular Meeting shall be held on July 30, 2019 at 3:00PM at 5050 Barranca Parkway, Irvine, CA 92604.

15. ADJOURNMENT

Motion Passed: Adjourn the meeting.

Passed with a motion by John Morgan and a second by Jeremy Davis.

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

Procurement Operating Procedures

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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 agendaized 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 template may be updated on an as-needed basis. 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 (“Essential Requirements”). Subject matter experts may also identify supplemental criteria that members may evaluate to determine which product(s) and service(s) best meet their needs (“Supplemental Criteria”). 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 any 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, in 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 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 Requirements outlined in the RFP have been met. For any Essential Requirement responses wherein Vendor deviates from the specifications, and/or that the team scoring the Proposal would like additional information, Ed Tech JPA may contact the Vendor with Clarifying Questions to further determine if the Vendor is in compliance with Essential Requirements. Ed Tech JPA staff will complete a Scoring Sheet outlining which sections of the RFP each Vendor has met the Essential 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 on Ed Tech JPA's website notifying Members that a partial award was made, and that Members may refer to the RFP documentation for more information.

Vendors may opt to take exception to one or more Ed Tech JPA requirements. Such exceptions may be discussed at the Board Meeting wherein the RFP award(s) is/are issued, and the Board may determine whether to award to the Vendor and establish a Master Contract. Awards are made to Vendors contingent upon successful contract negotiation, and exceptions may also be reviewed and approved or denied by Ed Tech JPA's general counsel before or after Board Award.

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 or after Board Award. The Master Agreement will be issued after all terms have been agreed upon by Ed Tech JPA and Vendor.

Ed Tech JPA must approve any changes to the terms within the Master Agreement. Such changes will be highlighted in an Addendum to the Master Agreement as executed by an authorized representative of both Vendor and Ed Tech JPA.

7. Award (board templates & procedures)

Ed Tech JPA shall award to all Vendors who meet the Essential Criteria ("Qualifying Vendors"). Upon completion of the scoring sheet Ed Tech JPA shall present to the governing Board the desired award(s) of the RFP. The Board shall review the scoring sheet and declare prevailing Vendor(s) through Board Resolution (*Exhibit B*).

Awards are made contingent upon successful contract negotiation. Exceptions to the RFP terms and/or requested changes to contract terms may be approved or denied by Ed Tech JPA and/or Ed Tech JPA's general counsel before or after Board Award. If Vendor and Ed Tech JPA cannot agree to suitable contract terms Ed Tech JPA may rescind its award to Vendor.

Board approval must be obtained prior to the execution of a Master Agreement and availability of the product(s) to Members. Members shall make their own determination regarding which vendor(s) they shall enter into a Purchase Agreement(s) with, if any.

8. Availability to Associate Members

Following execution of a Master Agreement the Vendor name and product(s) shall be listed on the Ed Tech JPA website. The RFP, Proposal (with any vendor-requested redactions), RFP supporting documentation, a fully executed Master Agreement, a California Student Data Privacy Agreement, and a partially completed Purchase Agreement (“RFP Documents”) shall be posed on the Ed Tech JPA website. The webpage with all RFP Documents may 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 for public school districts and/or County Offices of Education shall become effective upon approval by the governing board, if applicable, and execution by a duly authorized representative, and shall be ratified at the following Ed Tech JPA Regular Board Meeting. Associate Membership for Eligible entities that are not public school districts or County Offices of Education shall become effective upon approval of eligible entity’s governing board or authorized executive, as applicable, and Ed Tech JPA’s governing board, and execution by duly authorized representative.

Associate Members shall track their individual needs and interest in products. Associate Members 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, a California Student Data Privacy 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 should 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 it shall establish details directly with the Vendor and obtain approval from its governing board (*Exhibit D*). Associate Members shall be obligated to provide all fully executed Purchase Agreements to Ed Tech JPA, upon the 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 between Vendor and Ed Tech JPA Members and eligible entities, excluding renewals of agreements in place between Vendor and JPA Members prior to the establishment of the JPA Master Agreement. 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 any records related to 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 #th 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 **Name 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

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

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 / 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.

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 purchases through EdTech JPA awarded Master Contracts. EdTech JPA awarded **RFP NUMBER & Name** to **Vendor Name**. Ed Tech JPA Master Contract No. **Number** with **Vendor Name** has a term of **Date** through **Date**. Ed Tech JPA Members may leverage Master Agreements at any time within the contract term. The District desires to leverage the contract for a term of **DATE** through **DATE**.

Staff has reviewed the terms, conditions, and pricing of the contract, including using price as a significant factor, 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 Joint Powers Authority Contract.

Recommend ed 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**.

Board Operating Procedures

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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.

If a Founding Member is voted off the board (Removed Founding Member) and the board approves a reimbursement of the Removed Founding Member's initial contribution, the Removed Founding Member shall be reimbursed at the same time current Founding Members are reimbursed for their initial contributions.

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 72 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) Public Comment
- 4) Acceptance of Treasurer-Auditor's report and approval of expenditures.
- 5) Consent Agenda.
- 6) Unfinished and old business.
- 7) New business.
- 8) Personnel Items.
- 9) Reports of the Executive Director and any special committees or advisory councils.
- 10) Presentation of written communications.
- 11) Adjournment.

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 the needs of the JPA's membership.

Option 1 (current)

OUR ED TECH JPA MEMBERS

The Ed Tech JPA leads consortium procurement and contract negotiation on behalf of its members. Our member agencies serve more than 190,000 students in California. For more information on our membership benefits and the membership process, please see the [Members](#) section of our website.

FOUNDING MEMBERS

Capistrano Unified School District

Clovis Unified School District

Fullerton School District

Irvine Unified School District

ASSOCIATE MEMBERS

Central Unified School District

Coastline ROP

Cypress School District

Huntington Beach City School District

Los Alamitos Unified School District

Nevada Joint Union High School District

San Diego County Office of Education

Associate Member applications are now available. If you are interested in becoming an Associate Member, please see the [Becoming a Member](#) section of our website. If you have questions about Associate Membership or the Ed Tech JPA, please contact us through our [Membership Interest Form](#).

Option 2

OUR ED TECH JPA MEMBERS

The Ed Tech JPA leads consortium procurement and contract negotiation on behalf of its members. Our member agencies serve more than 190,000 students in California. For more information on our membership benefits and the membership process, please see the [Members](#) section of our website.

FOUNDING MEMBERS

Our founding members serve more than 144,890 students.

Capistrano Unified School District	53,269 students
Clovis Unified School District	43,264 students
Fullerton School District	13,067 students
Irvine Unified School District	35,291 students

ASSOCIATE MEMBERS

Our Associate Members serve more than 45,130 students.

Central Unified School District	15,881 students
Coastline ROP	students enrolled from other districts
Cypress School District	3,923 students
Huntington Beach City School District	6,949 students
Los Alamitos Unified School District	9,730 students
Nevada Joint Union High School District	2,775 students
San Diego County Office of Education	5,880 students (countywide enrollment: 560,260)

Associate Member applications are now available. If you are interested in becoming an Associate Member, please see the [Becoming a Member](#) section of our website. If you have questions about Associate Membership or the Ed Tech JPA, please contact us through our [Membership Interest Form](#).

Option 3

OUR ED TECH JPA MEMBERS

The Ed Tech JPA leads consortium procurement and contract negotiation on behalf of its members. Our member agencies serve more than 190,000 students in California. For more information on our membership benefits and the membership process, please see the Members section of our website.

FOUNDING MEMBERS

Our founding members serve more than 144,890 students.

Capistrano Unified School District

Clovis Unified School District

Fullerton School District

Irvine Unified School District

ASSOCIATE MEMBERS

Our Associate Members serve more than 45,130 students.

Central Unified School District

Coastline ROP

Cypress School District

Huntington Beach City School District

Los Alamitos Unified School District

Nevada Joint Union High School District

San Diego County Office of Education

Associate Member applications are now available. If you are interested in becoming an Associate Member, please see the [Becoming a Member](#) section of our website. If you have questions about Associate Membership or the Ed Tech JPA, please contact us through our [Membership Interest Form](#).