

AGENDA
SPECIAL MEETING GOVERNING BOARD
ED TECH JPA

2:30 P.M. May 10, 2019

Ed Tech JPA will hold a Board meeting on May 10, 2019, 2019 at 2:30PM at 5050 Barranca Parkway, Irvine, CA 92604; 1450 Herndon Ave., Clovis, Ca 93611; and 1401 W. Valencia Drive, Fullerton, Ca 92883; 33122 Valle Rd., San Juan Capistrano, Ca 92675.

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

The agenda will be published at least 24 hours prior to the meeting. Supporting documentation will be provided at the meeting or emailed electronically to members prior to the meeting as it becomes available.

| | |
|----------------|------------------|
| President | Brianne Ford |
| Vice-President | John Morgan |
| Secretary | Jeremy Davis |
| Treasurer | Michael Johnston |

Board of Directors Founding Members

| | | |
|--------------------|-----------------|---|
| Irvine Unified | Founding Member | Brianne Ford/alternate Michelle Bennett |
| Capistrano Unified | Founding Member | John Morgan/alternate Stephanie Avera |
| Clovis Unified | Founding Member | Michael Johnston/alternate Susan Rutledge |
| Fullerton | Founding Member | Jeremy Davis/alternate Mike McAdam |

Other

Francie Heim, Consultant
Mark Williams, Fagen Friedman & Fulfroost LLC
Meg Keaney, Fagen Friedman Fulfroost LLC

Agenda

1. Determination of a quorum and call to order.
2. Approval of minutes of the previous meeting.
Minutes of the April meeting will be approved at the regularly scheduled May meeting.
3. Public Comment
Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this



agenda except as authorized by Government Code section 54954.2.

4. Approval of the Agenda

New Business (Action Items)

5. Approve Award of RFP No. 18/19-03 Learning Management Solution

5.a. Background information:

RFP No. 18/19-03 Learning Management Solution was conducted pursuant to Board approval at the January 25, 2019 Board meeting. Instructure, Inc. submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-03 Learning Management Solution to Instructure, Inc., and other qualifying vendors, as approved by the board, pending successful contract negotiation.

5.b. Background information:

RFP No. 18/19-03 Learning Management Solution was conducted pursuant to Board approval at the January 25, 2019 Board meeting. Gabbart Communications submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-03 Learning Management Solution to Gabbart Communications, and other qualifying vendors, as approved by the board, pending successful contract negotiation.

5.c. Background information:

RFP No. 18/19-03 Learning Management Solution was conducted pursuant to Board approval at the January 25, 2019 Board meeting. Itslearning, Inc. submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-03 Learning Management Solution to Itslearning, Inc., and other qualifying vendors, as approved by the board, pending successful contract negotiation.

5.d. Background information:

RFP No. 18/19-03 Learning Management Solution was conducted pursuant to Board approval at the January 25, 2019 Board meeting. MGRM Pinnacle, Inc. submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-03 Learning Management Solution to MGRM Pinnacle, Inc., and other qualifying vendors, as approved by the board, pending successful contract negotiation.



5.e. Background information:

RFP No. 18/19-03 Learning Management Solution was conducted pursuant to Board approval at the January 25, 2019 Board meeting. Schoology, Inc submitted a Proposal that meets the minimum qualifications.

Recommendation: Approve the award of RFP No. 18/19-03 Learning Management Solution to Schoology, Inc, and other qualifying vendors, as approved by the board, pending successful contract negotiation.

6. Approve Bylaws

Background information: At the January 25, 2019 board meeting the Bylaws were approved with the intent to review and revise with input from new founding members, with the changes approved in June. The new founding members have reviewed the Bylaws, and revisions have been made. It is in the best interest of the JPA that the revised Bylaws be approved prior to accepting Associate Members.

Recommendation: Approve the Bylaws.

Motion:

7. Approve Associate Member Operating Procedures

Background information: The JPA approved Associate Member Operating Procedures at the April 26, 2019 Board Meeting. Since then alterations have been made to distinguish between private schools and public schools. School districts, charter schools, county offices of education, and community colleges with a valid CDS code will receive provisional approval upon receipt of their completed Application and Associate Membership Agreement, and approval will be retroactively approved at the next board meeting. The Application may be provided as an online form.

Recommendation: Approve the Associate Member Operating Procedures as attached.

Motion:

8. Presentation of written communications

9. Scheduling of next meeting Thursday, May 30, 2019 at 2:00pm at Irvine USD

10. Adjournment.



EDUCATION TECHNOLOGY
JOINT POWERS AUTHORITY

List of Attachments
Board Meeting 5/10/2019 2:30pm

| Item No. | Page No. | Description |
|----------|----------|--|
| 1 | 2 | RFP No. 18/19-03 Learning Management Solution Scoring Sheet |
| 2 | 3 | Resolution 18-19-16 Award RFP No. 18/19-03 to Instructure, Inc. |
| 3 | 5 | Resolution 18-19-17 Award RFP No. 18/19-03 to Gabbart Communications |
| 4 | 7 | Resolution 18-19-18 Award RFP No. 18/19-03 to Itslearning, Inc. |
| 5 | 9 | Resolution 18-19-19 Award RFP No. 18/19-03 to MGRM Pinnacle, Inc. |
| 6 | 11 | Resolution 18-19-20 Award RFP No. 18/19-03 to Schoology, Inc |
| 7 | 13 | Bylaws |
| 8 | 23 | Associate Member Operating Procedures |

| LMS Scoring Template | | | | | | | | | | | | | | | | |
|------------------------|--------------------|-------------------------------|--|--------------------|---------------------------|-------------------------|-------------------------|-----------------------|----------------------------|--------------------------------|-----------------------------|-----------------------------|----------------------|----------------------------|------------------|--|
| Vendor Name | All Forms Complete | Compliance With Process/Terms | Part 1: Vendor Experience and Ability to Perform | Part 2: Technology | Part 3.1: User Experience | Part 3.2: Communication | Part 3.3: Collaboration | Part 3.4: Assessments | Part 3.5: Data and Reports | Part 3.6: Mobile Functionality | Part 3.7: Content Authoring | Part 3.8: Course Management | Part 3.9: Gradedbook | Part 4: Pricing Compliance | Final Evaluation | Comments |
| PowerSchool | Full | | Full | | | | | | | | | | | | Full | No Proposal was submitted. Only a letter from the vendor |
| Schology | Pass | | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | |
| Canvas | Pass | | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | |
| Blackboard | Pass | | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | |
| Blackboard FutureLearn | Pass | | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | |
| Qualtrics | Pass | | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | Pass | |

Education Technology Joint Powers Authority

RESOLUTION No. 18-19-16

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Learning Management Solutions and related services in order to accommodate Founding Member and Associate Members’ current and learning management 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 Learning Management Solutions and received five 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 Instructure, Inc. (“Instructure”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Instructure; 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 Learning Management 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; Instructure 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 Instructure.
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 10th day of May, 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. 18-19-17

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Learning Management Solutions and related services in order to accommodate Founding Member and Associate Members’ current and learning management 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 Learning Management Solutions and received five 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 Gabbart Communications (“Gabbart”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Gabbart; 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 Learning Management 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; Gabbart 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 Gabbart.
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 10th day of May, 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. 18-19-18

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Learning Management Solutions and related services in order to accommodate Founding Member and Associate Members’ current and learning management 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 Learning Management Solutions and received five 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 Itslearning, Inc. (“Itslearning”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Itslearning; 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 Learning Management 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; Itslearning 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 Itslearning.
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 10th day of May, 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. 18-19-19

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Learning Management Solutions and related services in order to accommodate Founding Member and Associate Members’ current and learning management 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 Learning Management Solutions and received five 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 MGRM Pinnacle, Inc. (“MGRM”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with MGRM; 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 Learning Management 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; MGRM 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 MGRM.
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 10th day of May, 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. 18-19-20

AWARD OF MASTER AGREEMENT FOR LEARNING MANAGEMENT SOLUTION

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for Learning Management Solutions and related services in order to accommodate Founding Member and Associate Members’ current and learning management 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 Learning Management Solutions and received five 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 Schoology, Inc (“Schoology”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Schoology; 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 Learning Management 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; Schoology 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 Schoology.
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 10th day of May, 2019.

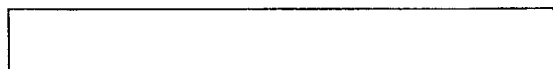
EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By



Brianne Ford, Board President

Attest:



Jeremy Davis, Secretary

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 to the JPA as an Associate Member. The Associate Member candidate must fill out and submit a membership application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the 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.

2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must 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.

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.

Brianne Ford, President

Date

Jeremy Davis, Secretary

Date

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20-41/4469415.1

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY
BYLAWS**

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I. NAME.

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

II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced digital education products and services to its members. The JPA will collect a fee from ~~such~~ the sale of such products and services to ~~its~~ ~~memberships~~ ~~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. ~~1314~~, 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 ~~member districts~~ ~~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 ~~paid~~repaid, upon withdrawal from the JPA, pursuant to paragraph E of this Article, below.
- 4) ~~4) In the event Ed Tech JPA incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Founding Members may be assessed a fee or fees as determined by a majority vote of the Board necessary to pay such extraordinary or unanticipated costs.~~
- 5) Founding Members may be located outside of the State of California

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B. Associate Membership. Associate Membership shall be available to public school districts, 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~~

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C. Initiating Membership. In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason. ~~By signing the Associate Membership Agreement, the member's governing board agrees to acceptance of the JPA's by-laws and if accepted as a Founding Member, to also pay membership fees as required by the JPA's Board of Directors.~~

- 1) **Associate Membership Application.** Any eligible school district, city or county, or other governmental unit or nonprofit organization may belong the JPA ~~as an Associate Member.~~ The Associate Member candidate ~~will~~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.~~

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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. ~~An~~The prospective Founding Member candidate (including new and existing Associate Member may be elevated Members) must fill out and submit a founding membership application to a the JPA. If approved by the Governing Board, the Founding Member ~~upon majority approval~~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. ~~The JPA Agreement must be passed by that member's governing board by resolution.~~All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

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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 ~~Host Agency or Agencies 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~~ Member's governing board.

C. **Revenue.** Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than .5% of the net revenue, or \$100,000, whichever is less, in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as ~~a Host Agency an~~ Administrative Unit(s) as set forth in Article V, Section F, subd. ~~9~~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 ~~Auditor.~~ 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, ~~nonvoting 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 Office, 5050 Barranca Pkwy 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 ~~in~~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) ~~Host Agencies.~~

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. ~~A Host Agency~~An Administrative Unit(s) must be a Founding Member. The duties of each ~~host agency~~Administrative Unit(s) shall be discharged by ~~the~~ that District's Chief Technology Officer,

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Chief Business Official, or person with equivalent duties and background, who shall also serve as a member of the Board. The ~~Host Agency or Agencies 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; order fulfillment; development and maintenance of digital contract registries; administration of professional development programs for member agencies; and creation of technology centers for the benefit of member agencies; 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 ~~Host Agency Administrative Unit(s)~~ cannot, to the satisfaction of the Board, fulfill the duties prescribed in this Section by the Board, the duties of the ~~Host Agency Administrative Unit(s)~~ shall be transferred to another Founding Member. ~~Host Agencies 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.

4911) Executive Director(s). When the affairs and activities of the JPA so warrant, the Board of Directors shall appoint an Executive Director and such number of other personnel as may be deemed necessary. The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following ~~power~~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.

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

4213) 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.

4314) Annual Plan. The Board of Directors shall submit annually a plan to the members. The plan shall identify the programs and services which are suggested by the JPA for implementation during the following year and shall contain components of long-range planning determined by the JPA. These programs and services may include, but are not limited to, the following areas:

- a. Administrative services;
- b. Curriculum development;
- c. Data processing;
- d. Distance learning and other telecommunication services;
- e. Evaluation and research;
- f. ~~Staff~~ development;
- g. ~~Media~~ and technology centers;
- h. Publication and dissemination of materials;
- i. ~~Pupil~~ personnel services;
- j. ~~Planning~~;
- k. Secondary, post-secondary, community, adult, and adult vocational education;
- l. ~~Teaching~~ and learning services, including services for students with special talents and special needs;
- m. Employee personnel services; and
- n. Purchase of equipment and services to accomplish the purposes set out above.

G. Financial Support. Financial support for the JPA programs and services shall be primarily derived from revenue generated from services provided by the JPA. The JPA may receive private, state, and federal financial support supplementing as available. No Founding Member shall have any additional liability for the debts or obligations of the JPA except the initial contribution and any other liability the Founding Member assumes under these by-laws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues and the Administrative Fees earned by and paid to the JPA. Any contribution by a Founding Member may be repaid, at the discretion of the Board, from the revenues obtained by the JPA.

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

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

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

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

L. **Insurance.** The Board of Directors may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board. ~~Insofar as this insurance relates to governmental functions of the Board, the policy of insurance shall contain a provision under which the insurance company agrees to waive the defense of governmental immunity up to the limits of the policy unless the Board consents to the assertion of the defense.~~

VI. MEETINGS AND MINUTES OF PROCEEDINGS

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

a. An electronic agenda shall be sent to each member at least ~~five (5)~~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-Auditor's~~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.

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

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

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

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

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

VIII. AMENDMENTS

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

Brianne Ford, President _____ Date _____

Jeremy Davis, Secretary _____ Date _____

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Associate Member

Operating Procedure

Revised per Board Approval 4.26.2019

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 the JPA

K-14 Local Education Agencies in California

An application for Associate Membership for any eligible K-14 LEA is provisionally approved, pending receipt of board approved associate membership resolution and signed agreement. Eligible K-14 LEAs would include school districts, charter schools, county offices of education, community colleges with a valid CDS code.

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.