

# Board Meeting List of Attachments August 29, 2019 1:00pm

Item No.	Page No.	Description
1	2	July 30, 2019 Board Meeting Minutes
2	6	4/1 - 6/30 Quarterly Reports
3	10	F3 Agreement for Legal Services
4	15	Procurement Operating Procedures
5	37	Board Operating Procedures
6	41	2018-19 Unaudited Actuals SACS Report

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

### **Minutes**

### REGULAR MEETING OF THE GOVERNING BOARD

July 30, 2019 3:00 P.M. Procurement Center 5050 Barranca Parkway Irvine, CA 92604

### 1. CALL TO ORDER

Minutes:

Brianne Ford called the meeting to order at 3:17 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:

Yes

Brianne Ford with IUSD

Present by Telephone:

Mike McAdam with Fullerton SD Michael Johnston with Clovis USD

### 4. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the June 27, 2019 Regular Board Meeting.

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

Yes Brianne Ford Yes Michael Johnston

Mike McAdam

5. APPROVAL OF AGENDA

Motion Passed: Adopt Agenda, as presented.

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

Yes Brianne Ford Yes Michael Johnston Yes Mike McAdam

### 6. ACCEPTANCE OF BOARD MEMBER REPORTS

Minutes: Communications with vendors and members were discussed.

### 7. ACCEPTANCE OF TREASURER REPORT

Minutes: Initial contributions, expenses, and reporting were discussed.

### 8. ACCEPTANCE OF STANDING REPORTS

### **8.a.** Membership

Minutes: Associate membership was discussed.

### **8.b.** Communications

Minutes: Weekly updates and F3's recognition as having a foundational role were discussed.

John Morgan with Capistrano USD joined the meeting.

### 8.c. Procurement

Minutes: RFP No. 19/20-01 Mobile Device Management RFP date for receiving Proposals was postponed to August 19, 2019. Upcoming RFPs are: Assessment, Help Desk, and Web Design & Hosting. The Minimum Price Guarantee, Administrative Fee, and the JPA's involvement in outside agencies' (such as SPURR and LACOE) procurements were discussed.

### 9. ACCEPTANCE OF CONSENT AGENDA

**9.a.** Motion Passed: Ratify Approval of New Associate Members: Coastline ROP, Huntington Beach City School District, Cypress School District, Nevada Joint Union High School District.

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

Yes Brianne Ford Yes Michael Johnston Yes Mike McAdam Yes John Morgan

### **10. OLD BUSINESS**

None.

### **11. NEW BUSINESS**

### 11.a. APPROVE PROCUREMENT OPERATING PROCEDURES

Motion to Table: Adopt the Procurement Operating Procedures as presented.

Motion Tabled with a motion by Michael Johnston and a second by John Morgan.

Yes Brianne Ford Yes Michael Johnston Yes John Morgan Yes Mike McAdam

### 11.b. APPROVE BOARD OPERATING PROCEDURES

Motion to Table: Adopt the Board Operating Procedures as presented.

Motion Tabled with a motion by Michael Johnston and a second by John Morgan.

Yes Brianne Ford Yes Michael Johnston Yes John Morgan Yes Mike McAdam

### 12. NEW BUSINESS (NON ACTION ITEMS)

### **12.a.** Marketing and Communicating Update.

Minutes: The JPA's involvement at the CETPA Conference, member communications and marketing strategies were discussed.

### **12.b.** Review "Our Ed Tech JPA Members" website page options.

Minutes: Option 1 was selected. The number of students represented will be made more prominent and countywide enrollment for SD will be referenced.

### **12.c.** Discuss potential equipment RFPs.

Minutes: The potential to add technology equipment RFPs was discussed.

Michael Johnston exited the meeting.

### **13. PERSONNEL ITEMS**

Minutes: None.

### 14. REPORT OF EXECUTIVE DIRECTOR AND SPECIAL COMMITTEES OF ADVISORY COUNCIL

Minutes: None.

### 15. PRESENTATION OF WRITTEN COMMUNICATIONS

Minutes: None.

### 16. SCHEDULING OF NEXT MEETING

The next Regular Meeting shall be held on August 29, 2019 at 1:00PM at 5050 Barranca Parkway, Irvine, CA 92604, but may be changed at the discretion of the board .

### **17. ADJOURNMENT**

Motion Passed: Adjourn the meeting.

Passed with a motion by John Morgan and a second by Brianne Ford.

Yes Brianne Ford Yes John Morgan Yes Mike McAdam

# **Contracts Leveraged**

ത
5
6
==
6/3
•
_
4
ğ
<u>0</u> .
Ž
ດັ
_
g
ţ
Ä
8
e
Ř

	,				
RFP	Vendor	Members Leveraging	Total A	Total Admin Fee Leveraging Members Notes	s Notes
Nutrition Management Solution Platform	PrimeroEdge		0		
Nutrition Management Solution Platform	Titan		က	Irvine USD, Central \$1,500 USD, Cypress SD	
Nutrition Management Solution Platform	Health-e Pro		0		
Notification System Platform	Aeries		0		
Notification System Platform	West		0		
Learning Management Platform	Gabbart		0		
Learning Management Platform	Canvas		0		
Learning Management Platform	Itslearning		0		
Learning Management Platform	MGRM Pinnacle		0		
Learning Management Platform	Schoology		0		
Electronic Document Routing Solution docfinity	docfinity		0		
Electronic Document Routing Solution Informed K12	Informed K12		_	0 Clovis USD	\$0 purchase price
Classroom Management and Student Online Safety Platform	Amplified IT		0		
Classroom Management and Student Online Safety Platform	Blocksi		0		
Classroom Management and Student Online Safety Platform	CDWG		0		
Classroom Management and Student Online Safety Platform	Netop		0		
Classroom Management and Student Online Safety Platform	Securly		0		
TOTAL			4	\$1,500.00	

VENDOR NAME: TITAN School Solutions, Inc.

**Usage Report Template** 

Member Agency	Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/ Products Purchased	Total Purchase Price	Admin Fee (\$500 for purchases over \$14,999)	Notes es	New/Renewal
Cypress School District	6/25/19	<b>4/</b> 2	(7) Student Mgmt (6) Point of Service (1) Central Kitchen (7) Inventory (1) Purchasing (1) Menu Planning (7) Production Professional Services	\$15,510	\$500		Customer customer customer - new agreement Existing customer - renewal
							New customer Existing customer - new agreement  Existing customer - renewal

VENDOR NAME: TITAN School Solutions, Inc.

**Usage Report Template** 

Member Agency	Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/ Products Purchased	Total Purchase Price	JPA N Admin Fee (\$500 for purchases over \$14,999)	Notes es	New/Renewal
Irvine Unified School District	5/22/2019	A/N	(40) Student Mgmt (75) Point of Service (15) Point of Service Professional Services	\$41,145	\$500		New customer  Existing customer - new agreement  Existing customer - renewal
Central Unified School District	6/29/19	7/24/2019	(24) Student Mgmt (48) Point of Service Professional Services	\$23,680	\$500		New customer Existing customer - new agreement Existing customer - renewal

VENDOR NAME: Informed K12

Reporting period: Q2 April 1 - June 30

**Usage Report Template** 

Member Agency	Date Purchase Agreement Executed	Date Order Fulfilled/Invoice Generated	Order Details/ Products Purchased	Total Purchase Price	JPA Admin Fee (4% of Purchase Price)	Notes	New/Renewal
Clovis Unified School District				0\$	0\$	7/29 agreement signed. 8/2 invoice generated	New customer  X Existing customer - new agreement  Existing customer - renewal
							New customer  Existing customer - new agreement Existing customer - renewal



### AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Education Technology Joint Powers Authority ("Tech JPA") ("Client") and the law firm of Fagen Friedman & Fulfrost LLP ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2019, through June 30, 2022:

- **1. <u>CONDITIONS.</u>** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
- **2. SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.
- 3. <u>CLIENT'S DUTIES.</u> Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.
- **4. CONSULTANT SERVICES.** Attorney may provide consulting services in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney Communication Services and Education Consultants. These services are intended to support Client with communications work or educational consultant services related to labor and employment matters, special education and student matters, high-profile litigation and settlement agreements, in addition to employee, community, inter-governmental and media relations.
- 5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents, as well as to having communications, documents and electronic data pertinent to Client's matter(s) stored through a cloud-based service.
- **6. <u>LEGAL FEES AND BILLING PRACTICES.</u>** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney's number of years of experience.

The rates on this schedule are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. <u>COSTS AND OTHER CHARGES.</u> (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

- (b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.
- (c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Attorney shall consult and obtain Client approval before hiring consultants or investigators. Client agrees to pay such fees and charges.

### 8. BILLING STATEMENTS.

- (a) Ongoing Fees: Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. The interest charge shall not apply to reimbursements found in subsection (b), below. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount. Attorney shall be paid for its ongoing legal fees from the gross sales of digital products by the Client. Unpaid amounts shall roll over into the next payment period.
- **(b)** Reimbursements: On or about July 1, 2019, Attorney submitted a reimbursement statement for legal services rendered through June 30, 2019, and such services shall be paid according to this section. Payments shall be made in equal monthly installments, commencing June 30, 2020, with full satisfaction of the reimbursement statement by June 30, 2025.
- **9. <u>DISCHARGE AND WITHDRAWAL.</u>** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that

would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and shall be payable within thirty (30) days of the conclusion of Attorney services. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

- **10. <u>DISCLAIMER OF GUARANTEE AND ESTIMATES.</u>** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.
- 11. <u>ENTIRE AGREEMENT</u>. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
- **12. MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.
- **13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- **14.** <u>MEDIATION CLAUSE</u>. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.
- **15. EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Education Technology Joint Powers Authority ("Tech JPA") Fagen Friedman & Fulfrost LLP

Brianne Ford, Chief Technology Officer

Chris Keeler, Managing Partner

DATE: August , 2019

DATE: August 8, 2019



### PROFESSIONAL RATE SCHEDULE

Education Technology Joint Powers Authority ("Tech JPA")

July 1, 2019 through June 30, 2022

### 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$230 - \$260 per hour
Partner	\$290 - \$325 per hour
Of-Counsel	\$325 per hour
Paralegal/Law Clerk	\$150 - \$210 per hour
Paralegal/Law Clerk (Bar Admitted Outside CA)	\$230 per hour
Education Consultant	\$240 per hour
Communication Services Consultant	\$260 per hour

Travel time shall be charged only from the attorney's nearest office to the destination and shall be prorated if the assigned attorney travels for two or more clients on the same trip. If Client requests a specific attorney, Client agrees to pay for all travel time of that specific attorney in connection with the matter.

### 2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

### 3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. No costs for alcohol shall be charged to Client.

20-41/4429797.3



## **Procurement Operating Procedures**

Selection of Products	2
RFP Development	2
Board Approval of RFP Process and Criteria	2
RFP Process	3
Selection of Finalists	3
Contract Negotiations	4
Award (board templates & procedures)	4
Availability to Associate Members	5
Associate Members Procurement Process	5
Payment and Reconciliation	6
Exhibit A	7
Exhibit B	9
Exhibit C	11
Exhibit D	21



### Selection of Products

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

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

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

### 2. RFP Development

The Ed Tech JPA will develop and maintain a Request for Proposals (RFP) template. The RFP template will be reviewed and approved by the Ed Tech JPA General Counsel. The 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 (sample Board Resolution in *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 (Sample Associate Member Agreement in *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 (sample agenda item in *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 IPA 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:	1
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 POW	ERS AUTHORITY BOARD OF EDUCATION
Ву	
Brianne Ford, Board President	
	Attest:
	Brianne Ford, Secretary



### Exhibit C

### ED TECH JPA ASSOCIATE MEMBER AGREEMENT

This Associate Member Agreement is made as of <u>DATE</u> (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 complaint 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,				i	s an	Eli	gible	Eı	ntity	with	the po	owe	r to	contract	and	desire	es to	o become
an Associate	Member	of l	Ed	Tech	JPA	so	that	it	may	avail	itsel	f to	the	pricing,	term	ıs, an	d c	ondition
leveraged by I	Ed Tech J	PA;	and	f														

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 fulfilment 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** <u>Associate Member Status.</u> 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** <u>Term.</u> 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** <u>Fees.</u> 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 <u>Designated Representative</u>. 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** <u>Restrictions.</u> 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** <u>Compliance with Laws.</u> 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** <u>Liabilities</u>. 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** <u>Indemnification</u>. 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** <u>Integration/Entire Agreement of Parties.</u> 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]



20-41/4425452.2

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

Associate Member	<b>Education Technology JPA</b>
By:	By:
Name:	Name: _Brianne Ford
Title:	Title: _President
Date:	Date:
	•



Regular Meeting of the Board of Education

Date, Time

SCHOOL DISTRICT

Administration Center

Address

Time Closed Session / Time Regular Meeting

Agenda Item:

**Authorization to Join Education Technology Joint Powers Authority** 

(EdTech JPA)

Rationale:

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

and executed prior to any obligation to the District.

District/Staff Names

Board Agenda

Date

Financial

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

Impact: bids.

Recommended

Authorize the membership with Education Technology Joint Powers

Motion: Authority (EdTech JPA) effective Date through Date.

**Quick Summary** 

Authorize the membership with Education Technology Joint Powers

/ Abstract: Authority (EdTech JPA) effective Date through Date.



### RESOLUTION NUMBER

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

WHEREAS,	[insert district name] has been considering methods to	C
better address the prod	urement 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:

<ol> <li>The Governing Board of</li> </ol>	[insert district name]	hereby declares and
formally approves its membership in E	d Tech JPA, a California Joint Power	s Authority, and
instructs its duly authorized agent to ex	xecute and deliver on its behalf any r	necessary or
appropriate documents to carry out the	e intent of this resolution, including th	e Ed Tech JPA
Associate Membership Agreement and	d any agreements necessary or appr	opriate to participate
in Ed Tech JPA programs.		
3	es the Superintendent or designee to	• •
technology or business services depar		
in education technology procurement,	who shall serve as the authorized rep	presentative to the
JPA.		
ADOPTED by the following called vote	e on this day of	, 20
, to or 120 by the following salida vote	day or	
AYE:		
NO:		
ABSENT:		
ABSTAIN:		
Ву:		
Board President		
Board i resident		
	CERTIFICATION	
I,, Sec		
Name], do hereby certify that the foreg		
adopted by the said Board at a regular		•
time and by the vote stated, which reso	olution is on the in the office of the sa	iiu boaiu.



### 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

Authorize the Utilization of Education Technology Joint Powers Authority (EdTech

Item:

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

Approximately \$### annually.

Impact:

Budget

Savings is anticipated, due to reduced pricing of Joint Powers Authority Contract.

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

Quick

Authorize the utilization of EdTech JPA Contract No. ## with Vendor Name for the purchase

Summary /

of a RFP/Product Name through Date.

Abstract:





# **Board Operating Procedures**

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



### 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.



2018-19 Unaudited Actuals SACS Report

# Unaudited Actuals FINANCIAL REPORTS 2018-19 Unaudited Actuals Joint Powers Agency Certification

10 77255 0000000 Form CA

Printed: 8/28/20194210:51 AM

UNAUDITED ACTUAL FINANCIAL REPORT:	
To the County Superintendent of Schools:	
2018-19 UNAUDITED ACTUAL FINANCIAL REPORT with Education Code Section 41010 and is hereby applied the JPA pursuant to Education Code sections 41023 at	proved and filed by the governing board of
Signed:	Date of Meeting: Aug 29, 2019
Clerk/Secretary of the JPA Governing Board (Original signature required)	
To the Superintendent of Public Instruction:	
2018-19 UNAUDITED ACTUAL FINANCIAL REPORT by the County Superintendent of Schools pursuant to	
Signed:	Date:
County Superintendent/Designee	
(Original signature required)	
For additional information on the unaudited actual rep	orts, please contact:
For County Office of Education:	For JPA:
Irma Corrales	Susan Rutledge
Name	Name
<u>District Financial Services, Supervisor</u> Title	Assistant Superintendent
(559)265-3021 ext 1-3304	Title _(559) 327-9127
Telephone	Telephone
icorrales@fcoe.org	susanrutledge@cusd.com
E-mail Address	E-mail Address
REQUEST FOR AN APPROVED INDIRECT COST R	ATE:
JPAs do not receive an approved indirect cost rate uni	less specifically requested.
( N ) Do you want an approved indirect of	cost rate for use with 2020-21 programs? (Yes/No)

Description	Resource Codes Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES				
1) LCFF Sources	8010-8099	0.00	0.00	0.09
2) Federal Revenue	8100-8299	0.00	0.00	0.09
3) Other State Revenue	8300-8599	0.00	0.00	0.09
4) Other Local Revenue	8600-8799	40,000.00	50,000.00	25.09
5) TOTAL, REVENUES		40,000.00	50,000.00	25.0%
B. EXPENDITURES				
1) Certificated Salaries	1000-1999	0.00	0.00	0.0%
2) Classified Salaries	2000-2999	0.00	0.00	0.09
3) Employee Benefits	3000-3999	0.00	0.00	0.09
4) Books and Supplies	4000-4999	0.00	0.00	0.09
5) Services and Other Operating Expenditures	5000-5999	0,00	64,725.00	Nev
6) Capital Outlay	6000-6999	0.00	0.00	0.0%
Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES		0.00	64,725.00	New
C. EXCESS (DEFICIENCY) OF REVENUES				
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)		40,000.00	(14,725.00)	-136.8%
D. OTHER FINANCING SOURCES/USES				
1) Interfund Transfers				
a) Transfers In	8900-8929	0.00	0.00	0.0%
b) Transfers Out	7600-7629	0.00	0.00	0.0%
Other Sources/Uses     a) Sources	8930-8979	0.00	0.00	0.0%
b) Uses	7630-7699	0.00	0.00	0.0%
3) Contributions	8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES	**************************************	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			40,000.00	(14,725,00)	-136.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	40,000.00	Nev
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	40,000.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	40,000.00	New
Ending Balance, June 30 (E + F1e)     Components of Ending Fund Balance		ļ	40,000.00	25,275,00	-36.8%
a) Nonspendable Revolving Cash		9711	0.00	0.00	0.000
Revolving Cash		9/11	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0,0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0,00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	40,000.00	25,275.00	-36.8%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
G. ASSETS					
Cash     a) in County Treasury		9110	20,000.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	20,000.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			40,000.00		
1. DEFERRED OUTFLOWS OF RESOURCES	340				
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES		3000	0.00		
. DEFERRED INFLOWS OF RESOURCES			0.00		
Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
C. FUND EQUITY			0.00		
. I with the Marie I					

			2018-19	2019-20	Percent
Description	Resource Codes	Object Codes		Budget	Difference
FEDERAL REVENUE					
Special Education Discretionary Grants		8182	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.09
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments				ľ	
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6695	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
	Alone	0350	2000	2 To Control (Control	
TOTAL, OTHER STATE REVENUE  OTHER LOCAL REVENUE			0.00	0.00	0.0%
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
Leases and Rentals	Nesource Codes	8650	0.00	0.00	0.0%
				di	
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investment	s	8662	0.00	0.00	0.0%
Fees and Contracts Adult Education Fees		8671	0.00	0.00	0.0%
		0071	0.00	0.00	0.0%
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
Transportation Fees From					_
Individuals		8675	0.00	0.00	0.0%
Interagency Services		8677	40,000.00	30,000.00	-25.0%
All Other Fees and Contracts		8689	0.00	20,000.00	New New
Other Local Revenue					
Pass-Through Revenues From					
Local Sources		8697	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.0%
Transfers of Apportionments					
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0,00	0.0%
From JPAs	6500	8793	0.00	0.00	0.0%
ROC/P Transfers From Districts or Charter Schools	6360	8791	0.00	0.00	0.0%
		52-54-54-54-54-54-54-54-54-54-54-54-54-54-	20075579	100 100	
From County Offices	6360	8792	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.0%
Other Transfers of Apportionments From Districts or Charter Schools	All Other	8791	0.00	0,00	0,0%
From County Offices	All Other	8792	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			40,000.00	50,000.00	25.0%
TOTAL, REVENUES	1980		40,000.00	50,000.00	25.0%

Description	Resource Codes Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
CERTIFICATED SALARIES				
Certificated Teachers' Salaries	1100	0.00	0.00	0.09
Certificated Pupil Support Salaries	1200	0.00	0.00	0.09
Certificated Supervisors' and Administrators' Salaries	1300	0.00	0.00	0.09
Other Certificated Salaries	1900	0.00	0.00	0.09
TOTAL, CERTIFICATED SALARIES		0.00	0.00	0.09
CLASSIFIED SALARIES				
Classified Instructional Salaries	2100	0.00	0.00	0.09
Classified Support Salaries	2200	0.00	0.00	0.09
Classified Supervisors' and Administrators' Salaries	2300	0.00	0.00	0.09
Clerical, Technical and Office Salaries	2400	0.00	0.00	0.09
Other Classified Salaries	2900	0.00	0.00	0.09
TOTAL, CLASSIFIED SALARIES		0.00	0.00	0.09
EMPLOYEE BENEFITS				
STRS	3101-3102	0.00	0.00	0.09
PERS	3201-3202	0.00	0.00	0.09
OASDI/Medicare/Alternative	3301-3302	0.00	0.00	0.09
Health and Welfare Benefits	3401-3402	0.00	0.00	0.09
Unemployment Insurance	3501-3502	0.00	0.00	0.09
Workers' Compensation	3601-3602	0.00	0.00	0.09
OPEB, Allocated	3701-3702	0.00	0.00	0.09
OPEB, Active Employees	3751-3752	0.00	0.00	0.09
Other Employee Benefits	3901-3902	0.00	0.00	0.09
TOTAL, EMPLOYEE BENEFITS	7 Y. W.	0.00	0.00	0.09
BOOKS AND SUPPLIES				
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.09
Books and Other Reference Materials	4200	0.00	0.00	0.09
Materials and Supplies	4300	0.00	0.00	0.09
Noncapitalized Equipment	4400	0.00	0.00	0.09
Food	4700	0.00	0.00	0.09
TOTAL, BOOKS AND SUPPLIES		0.00	0.00	0.09

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.09
Travel and Conferences		5200	0.00	0.00	0.09
Dues and Memberships		5300	0.00	0.00	0.09
Insurance		5400-5450	0.00	1,500.00	Nev Nev
Operations and Housekeeping Services		5500	0.00	0.00	0.09
Rentals, Leases, Repairs, and Noncapitalized Improvement	s	5600	0.00	0.00	0.09
Transfers of Direct Costs		5710	0.00	0.00	0.09
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.09
Professional/Consulting Services and Operating Expenditures		5800	0.00	63,225.00	Nev
Communications		5900	0.00	0.00	0.09
TOTAL, SERVICES AND OTHER OPERATING EXPENDIT	TURES		0.00	64,725.00	Nev
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.09
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect	Costs)				
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.09
Payments to County Offices		7142	0.00	0.00	0.09
Payments to JPAs		7143	0.00	0.00	0.09
Other Transfers Out				1	
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.09
To County Offices		7212	0.00	0.00	0.09
To JPAs		7213	0.00	0.00	0.09
Special Education SELPA Transfers of Apportionments					
To Districts or Charter Schools	6500	7221	0.00	0.00	0.09
To County Offices	6500	7222	0.00	0,00	0.09
To JPAs	6500	7223	0.00	0.00	0.09
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.09
To JPAs	6360	7223	0.00	0.00	0.09
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.09
All Other Transfers		7281-7283	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
THER OUTGO - TRANSFERS OF INDIRECT CO	STS				
Transfers of Indirect Costs		7310	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
OTAL, EXPENDITURES			0.00	64,725.00	New

Description	Resource Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
INTERFUND TRANSFERS	-				
INTERFUND TRANSFERS IN					
From: Special Reserve Fund		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN	4		0.00	0.00	
INTERFUND TRANSFERS OUT					
To: Special Reserve Fund		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES			0.00	0.00	0.076
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0,00	0.00	0.0%

#### Unaudited Actuals General Fund Expenditures by Function

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.09
2) Federal Revenue		8100-8299	0.00	0.00	0.09
3) Other State Revenue		8300-8599	0.00	0,00	0.09
4) Other Local Revenue		8600-8799	40,000.00	50,000.00	25.09
5) TOTAL, REVENUES			40,000.00	50,000.00	25.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0,00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999	ļ	0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	64,725.00	Nev
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	64,725.00	New
C. EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10	)		40,000.00	(14,725.00)	-136.8%
D. OTHER FINANCING SOURCES/USES					
Interfund Transfers     a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses		2000 2070	0.00	0.00	2.00
a) Sources		8930-8979 7630-7699	0.00	0.00	0.0%
b) Uses			Maria Park State		
3) Contributions		8980-8999	0.00	0.00	0.0%

#### Unaudited Actuals General Fund Expenditures by Function

Description	Function Codes	Object Codes	2018-19 Unaudited Actuals	2019-20 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			40,000.00	(14,725.00)	-136.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.00	40,000.00	New
b) Audit Adjustments		9793	0.00	0.00	_0.0%
c) As of July 1 - Audited (F1a + F1b)		,	0.00	40,000.00	New
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	40,000.00	New
2) Ending Balance, June 30 (E + F1e)		]	40,000.00	25,275.00	-36.8%
Components of Ending Fund Balance  a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	40,000 00	25,275.00	-36.8%

Education Technology JPA Fresno County

# Unaudited Actuals General Fund Exhibit: Restricted Balance Detail

10 77255 0000000 Form 01

Resource	Description	Unaudited Actuals	2019-20 Budget	
Total, Restr	icted Balance	0.00	0.00	

Education Technology JPA Fresno County

# Unaudited Actuals FINANCIAL REPORTS 2018-19 Unaudited Actuals Summary of Unaudited Actual Data Submission

10 77255 0000000 Form CA

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
ICR	Preliminary Proposed Indirect Cost Rate  Fixed-with-carry-forward indirect cost rate for use in 2020-21, subject to CDE approval (applicable only if an approved indirect cost rate has been requested).	0.00%

B

#### Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

CCI	upied by general administration.	
la.	<ol> <li>Salaries and Benefits - Other General Administration and Centralized Data Processing</li> <li>Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 7200-7700, goals 0000 and 9000)</li> <li>Contracted general administrative positions not paid through payroll         <ol> <li>Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.</li> <li>If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.</li> </ol> </li> </ol>	0.00
	Salaries and Benefits - All Other Activities  1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702) (Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)	0.00
•	Percentage of Plant Services Costs Attributable to General Administration (Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)	0.00%

#### Part II - Adjustments for Employment Separation Costs

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

#### A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool.

Retain supporting documentation.

#### B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

0.	0	0

0.00

Printed: 8/28/2019 10:49 AM

Pa	rt III -	Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)	
A.		lirect Costs	
		Other General Administration, less portion charged to restricted resources or specific goals	and they
		(Functions 7200-7600, objects 1000-5999, minus Line B9)	0.00
	2.	Centralized Data Processing, less portion charged to restricted resources or specific goals	0.00
	3.	(Function 7700, objects 1000-5999, minus Line B10) External Financial Audit - Single Audit (Function 7190, resources 0000-1999,	0.00
		goals 0000 and 9000, objects 5000-5999)	0.00
	4.	Staff Relations and Negotiations (Function 7120, resources 0000-1999,	0.00
		goals 0000 and 9000, objects 1000-5999)	0.00
	5.	Plant Maintenance and Operations (portion relating to general administrative offices only)	
	_	(Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	0.00
	6.	Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
	7.	Adjustment for Employment Separation Costs	0.00
		a. Plus: Normal Separation Costs (Part II, Line A)	0.00
		b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
	8.	Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	0.00
	9. 10.	Carry-Forward Adjustment (Part IV, Line F) Total Adjusted Indirect Costs (Line A8 plus Line A9)	0.00
_		V.	
В.		se Costs  Instruction (Functions 1000 1000, chicate 1000 5000 except 5100)	0.00
	1. 2.	Instruction (Functions 1000-1999, objects 1000-5999 except 5100) Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	0.00
	3.	Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	0.00
	4.	Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	0.00
	5.	Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	0.00
	6.	Enterprise (Function 6000, objects 1000-5999 except 5100)	0.00
	7.	Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	2.00
	8.	External Financial Audit - Single Audit and Other (Functions 7190-7191,	0.00
		objects 5000-5999, minus Part III, Line A3)	0.00
	9.	Other General Administration (portion charged to restricted resources or specific goals only)	
		(Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600,	
	40	resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
	10.	Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals	
		except 0000 and 9000, objects 1000-5999)	0.00
	11.	Plant Maintenance and Operations (all except portion relating to general administrative offices)	
		(Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	0.00
	12.	Facilities Rents and Leases (all except portion relating to general administrative offices)	277230004773
	12	(Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6) Adjustment for Employment Separation Costs	0.00
	13.	a. Less: Normal Separation Costs (Part II, Line A)	0.00
		b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
	14.	Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
	15.	Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
	16.	Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100) Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
	17. 18.	Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	0.00
_			0.00
C,		ight Indirect Cost Percentage Before Carry-Forward Adjustment rinformation only - not for use when claiming/recovering indirect costs)	
		e A8 divided by Line B18)	0.00%
	27. 4		
D.		iminary Proposed Indirect Cost Rate r final approved fixed-with-carry-forward rate for use in 2020-21 see www.cde.ca.gov/fg/ac/ic)	
	7.5	e A10 divided by Line B18)	0.00%

Printed: 8/28/2019 10:49 AM

app	TOYEU TOLL	red bacca.	
use or t	in the curre	o of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which tyear was based, the carry-forward adjustment is limited by using either the approved rate times cate actually used to recover costs from any program times current year base costs, if the highest rate. Rates used to recover costs from programs are displayed in Exhibit A.	current year base costs,
A.	Indirect o	osts incurred in the current year (Part III, Line A8)	0.00
В.	Carry-for	ward adjustment from prior year(s)	
	1. Carry	r-forward adjustment from the second prior year	0.00
	2. Carry	r-forward adjustment amount deferred from prior year(s), if any	0.00
C.	Carry-for	ward adjustment for under- or over-recovery in the current year	
		er-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indire- rate (0%) times Part III, Line B18); zero if negative	ct
	(appr	recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of oved indirect cost rate (0%) times Part III, Line B18) or (the highest rate used to ver costs from any program (0%) times Part III, Line B18); zero if positive	0.00
D.	Prelimina	ry carry-forward adjustment (Line C1 or C2)	0.00
E.	Optional	allocation of negative carry-forward adjustment over more than one year	
	the LEA of the carry-	negative carry-forward adjustment causes the proposed approved rate to fall below zero or would re ould recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the forward adjustment be allocated over more than one year. Where allocation of a negative carry-forw year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to es	LEA may request that vard adjustment over more
	Option 1.	Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	not applicable
	Option 2.	Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable
	Option 3.	Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	not applicable

California Dept of Education SACS Financial Reporting Software - 2019.2.0 File: icr (Rev 02/21/2017)

Option 2 or Option 3 is selected)

Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if

LEA request for Option 1, Option 2, or Option 3

Page 3 of 3

Printed: 8/28/2019 10:49 AM

0.00

#### Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the

Education Technology JPA Fresno County

#### Unaudited Actuals 2018-19 Unaudited Actuals Exhibit A: Indirect Cost Rates Charged to Programs

10 77255 0000000 Form ICR

Approved indirect cost rate: 0.00%
Highest rate used in any program: 0.00%

**Eligible Expenditures** 

(Objects 1000-5999 Indirect Costs Charged Rate Fund Resource except Object 5100) (Objects 7310 and 7350) Used

# Unaudited Actuals 2018-19 General Fund and Charter Schools Funds Program Cost Report Schedule of Allocation Factors (AF) for Support Costs

			Teacher Full-Time Equivalents			Classroot	Pupils Transported	
		Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
	listributed Expenditures, Funds 01, 09, and 62, 19000 (will be allocated based on factors input)	0.00	0.00	0.00	0,00	0,00	0.00	0.0
(Note: All there are a	n Factor(s) by Goal: llocation factors are only needed for a column if undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goa	Pre-Kindergarten							
1110	Regular Education, K-12						401441	
3800	Career Technical Education							
4110	Regular Education, Adult						V 1	
4630	Adult Career Technical Education							
5000-5999	Special Education (allocated to 5001)							
6000	ROC/P							
Other Goals 7110	Description Nonagency - Educational		1112					
7150	Nonagency - Other					~ ~		
8500	Child Care and Development Services							
Other Funds	Description Adult Education (Fund 11)							
	Child Development (Fund 12)					V NEW TOTAL		
	Cafeteria (Funds 13 & 61)							
C. Total Allocation	n Factors	0.00	0.00	0,00	0.00	0.00	0.00	0.0

#### Unaudited Actuals 2018-19 General Fund and Charter Schools Funds Program Cost Report

			Direct Costs -		Central Admin		Total Costs by
		Direct Charged	Allocated	Subtotal	Costs	Other Costs	Program
		(Schedule DCC)	(Schedule AC)	(col. 1 + 2)	(col. 3 x Sch. CAC line E)	(Schedule OC)	(col. 3 + 4 + 5)
Goal	Program/Activity	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Instructional							
Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	0.00	0.00	0.00	0.00		0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00		0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	THE PERSON NAMED IN	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	0.00	0.00	0.00	0.00		0.00
6000	Regional Occupational Ctr/Prg (ROC/P)	0.00	0.00	0.00	0.00		0.00
Other Goals	3						
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00		0.00
Other Costs					Asialog acception		
	Food Services					0.00	0.00
	Enterprise					0.00	0.00
	Facilities Acquisition & Construction					0.00	0.00
	Other Outgo					0.00	0.00
Other	Adult Education, Child Development,					and the area	
Funds	Cafeteria, Foundation ([Column 3 +						
	CAC, line C5] times CAC, line E)		0.00	0.00	0.00		0.00
	Indirect Cost Transfers to Other Funds		S. Saugering				
	(Net of Funds 01, 09, 62, Function 7210,						
	Object 7350)				0.00		0.00
	Total General Fund and Charter						
	Schools Funds Expenditures	0.00	0.00	0.00	0.00	0.00	0.00

#### **Unaudited Actuals** 2018-19 General Fund and Charter Schools Funds Program Cost Report Schedule of Direct Charged Costs (DCC)

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100- 2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420- 2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110- 3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000- 5999)	General Administration (Functions 7000- 7999, except 7210)*	and Operations (Functions 8100-	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals	1												
0001	Pre-Kindergarten	0,00	0.00	0,00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0,00			0.00	0.00	0.00
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0,00			0.00	0.00	0.00
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
6000	ROC/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Total Direct	Charged Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00 * Functions 7100-7199	0,00	0.00	0.00

# Unaudited Actuals 2018-19 General Fund and Charter Schools Funds Program Cost Report Schedule of Allocated Support Costs (AC)

10 77255 0000000 Form PCR

		Allocated Support Costs (Based on factors input on Form PCRAF)						
Goal	Type of Program	Full-Time Equivalents	Classroom Units	Pupils Transported	Total			
Instructional Goa	ls							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00			
1110	Regular Education, K-12	0.00	0.00	0.00	0.00			
3800	Career Technical Education	0.00	0.00	0.00	0.00			
4110	Regular Education, Adult	0.00	0.00	0.00	0.00			
4630	Adult Career Technical Education	0.00	0.00	0.00	0.00			
5000-5999	Special Education (allocated to 5001)	0.00	0.00	0.00	0.00			
6000	ROC/P	0.00	0.00	0.00	0.00			
Other Goals								
7110	Nonagency - Educational	0.00	0.00	0.00	0.00			
7150	Nonagency - Other	0.00	0.00	0.00	0.00			
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00			
Other Funds								
	Adult Education (Fund 11)		0.00		0.00			
	Child Development (Fund 12)	0.00	0.00	0.00	0.00			
	Cafeteria (Funds 13 and 61)		0.00		0.00			
Total Allocated Support Costs 0.00 0.00					0.00			

# Unaudited Actuals 2018-19 Program Cost Report Schedule of Central Administration Costs (CAC)

A.	Central Administration Costs in General Fund and Charter Schools Funds	1
	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and	
1	9000, Objects 1000-7999)	0.00
	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and	
2	9000, Objects 1000-7999)	0.00
	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal	
3	0000, Objects 1000-7999)	0.00
	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-	0.0 447197
4	7999)	0.00
	Talonal I.I. San	0.00
5	Total Central Administration Costs in General Fund and Charter Schools Funds	0.00
В.	Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	0.00
<u> </u>	Total Direct Charged Costs (nom Form For, Column 1, Total)	0.00
2	Total Allocated Costs (from Form PCR, Column 2, Total)	0.00
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	0.00
C.	Direct Charged Costs in Other Funds	
C.	Adult Education (Fund 11, Objects 1000-5999, except 5100)	0.00
1	Addit Education (Fund 11, Objects 1000-3999, except 3100)	0.00
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	0.00
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	0.00
١.	Foundation (Funda 10 % 57 Objects 1000 5000 assent 5100) (Not applicable to IDAs)	0.00
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100) (Not applicable to JPAs)	0.00
5	Total Direct Charged Costs in Other Funds	0.00
D.	Total Direct Charged and Allocated Costs (B3 + C5)	0.00
100	Design of Constant Administration Costs to Direct Channel and Allege 1 Costs (ASTD)	0.000/
L.	Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)	0.00%

# Unaudited Actuals 2018-19 General Fund and Charter Schools Funds Program Cost Report Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	0.00				0.00
Enterprise (Objects 1000-5999, 6400, and 6500)		0.00			0.00
Facilities Acquisition & Construction (Objects 1000-6500)			0.00		0.00
Other Outgo (Objects 1000-7999)				0.00	0.00
Total Other Costs	0.00	0.00	0.00	0.00	0.00

SACS2019ALL Financial Reporting Software - 2019.2.0 8/28/2019 10:50:10 AM

10-77255-0000000

#### Unaudited Actuals 2018-19 Unaudited Actuals Technical Review Checks

#### Education Technology JPA

Fresno County

Following is a chart of the various types of technical review checks and related requirements:

- F Fatal (Data must be corrected; an explanation is not allowed)
- W/WC Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

#### IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid. PASSED

CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED

CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED

CHECKGOAL - (F) - All GOAL codes must be valid. PASSED

CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED

CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED

CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid. PASSED

CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.

PASSED

CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid. PASSED

CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid.

PASSED

CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED

CHK-RESOURCExOBJECTA - (W) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.

PASSED

CHK-RESOURCExOBJECTB - (0) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid. PASSED

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special

Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid.

PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC.

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332.

PASSED

BALANCE-FDxRS - (F) - Adjusted Beginning Fund Balance plus Revenues minus Expenditures minus Assets minus Deferred Outflows of Resources plus Liabilities plus Deferred Inflows of Resources, must total zero by fund and resource, except for agency funds 76 and 95.

PASSED

PY-EFB=CY-BFB - (F) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791).

PASSED

PY-EFB=CY-BFB-RES - (F) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource.

PASSED

BALANCE-FDxRS-AGENCY - (F) - Assets (objects 9100-9489) minus Liabilities (objects 9500-9689) must total zero by fund and resource for agency funds 76 and 95.

PASSED

#### GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds.

PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds.

PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function.

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629).

PASSED

DUE-FROM=DUE-TO - (F) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610).

PASSED

INTRAFD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund.

PASSED

- INTRAFD-INDIRECT (F) Transfers of Indirect Costs (Object 7310) must net to zero by fund.

  PASSED
- INTRAFD-INDIRECT-FN (F) Transfers of Indirect Costs (Object 7310) must net to zero by function.

  PASSED
- CONTRIB-UNREST-REV (F) Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund.

  PASSED
- CONTRIB-RESTR-REV (F) Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED
- LOTTERY-CONTRIB (F) There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300).

  PASSED
- PASS-THRU-REV=EXP (W) Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource.

  PASSED
- SE-PASS-THRU-REVENUE (W) Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area.

  PASSED
- CEFB=FD-EQUITY (F) Components of Ending Fund Balance/Net Position (objects 9710-9790, 9796, and 9797) must agree with Fund Equity (Assets [objects 9100-9489] plus Deferred Outflows of Resources [objects 9490-9499] minus Liabilities [objects 9500-9689] minus Deferred Inflows of Resources [objects 9690-9699]).

  PASSED
- EXCESS-ASSIGN-REU (F) Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 73).

  PASSED
- UNASSIGNED-NEGATIVE (F) Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 73.

  PASSED
- UNR-NET-POSITION-NEG (F) Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 73.

  PASSED
- RS-NET-POSITION-ZERO (F) Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 73.

  PASSED
- EFB-POSITIVE (W) All ending fund balances (Object 979Z) should be positive by resource, by fund.

  PASSED
- OBJ-POSITIVE (W) All applicable objects should have a positive balance by resource, by fund.

  PASSED
- REV-POSITIVE (W) Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund.

  PASSED
- EXP-POSITIVE (W) Expenditure amounts (objects 1000-7999) should be positive

by function, resource, and fund.

PASSED

AR-AP-POSITIVE - (F) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund.

PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund.

PASSED

NET-INV-CAP-ASSETS - (W) - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-73, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund. PASSED

#### SUPPLEMENTAL CHECKS

ICRATE-REQST-PRVDED - (F) - JPAs must indicate in the Unaudited Actual
Certification (Form CA) whether or not they are requesting a state approved indirect cost rate.

PASSED

ASSET-IMPORT - (F) - If capital asset amounts are imported/keyed (Function 8500, Facilities Acquisition and Construction, or objects 6XXX, Capital Outlay; or objects 9400-9489, Capital Assets, in funds 61-67), then capital asset supplemental data (Form ASSET) must be provided.

PASSED

DEBT-IMPORT - (F) - If long-term debt amounts are imported/keyed, the long-term debt supplemental data (Form DEBT) must be provided. PASSED

IC-ADMIN-PLANT-SVCS - (O) - Percentage of plant services costs attributable to general administration is either zero or exceeds 25%. LEAs with these percentages may have incorrectly coded general administration costs. Please review the GL data extracted on Line A1 and any amount entered on Line A2a in Part I of the Indirect Cost Rate Worksheet (Form ICR) and correct the data if necessary.

EXCEPTION

Percentage of plant services costs attributable to general administration (Part I, Line C) is 0.00%

IC-PCT - (0) - The straight indirect cost percentage (i.e., WITHOUT the carry-forward adjustment) is less than 2% or exceeds 9%. LEAs, regardless of their size or type, with rates outside of these guidelines have usually incorrectly coded general administrative costs (e.g., fiscal services, personnel/human services, central support, and centralized data processing). Please review the Indirect Cost Rate Worksheet (Form ICR) paying special attention that costs coded to the indirect cost functions are consistent with the definitions in the California School Accounting Manual. Also, to help with your review, the Indirect Cost Rate Worksheet section of the SACS Software User Guide contains a list of common problem areas. If general administration costs are incorrectly coded, make the necessary data corrections; if costs are correct, please provide an explanation identifying the major contributing factors to the rate.

Straight indirect cost percentage before carry-forward adjustment (Form ICR, Part III, Line C) is 0.00%

IC-POSITIVE - (0) - The indirect cost rate after the carry-forward adjustment (Form ICR, Part III, Line D) should be positive.

PASSED

IC-ADMIN-NOT-ZERO - (O) - There are no Other General Administration costs reported in Form ICR, Part III, Line Al. Please review your records and make any necessary corrections.

EXCEPTION

Other general administration costs, less portion charged to restricted resources or specific goals (Form ICR, Part III, Line A1) 0.00

IC-BD-SUPT-NOT-ZERO - (0) - There are no Board and Superintendent costs reported in Form ICR, Part III, Line B7. Please review your records and make any necessary corrections.

EXCEPTION

Board and Superintendent (Form ICR, Part III, Line B7)

0.00

IC-BD-SUPT-VS-ADMIN - (0) - In Form ICR, the ratio of Board and Superintendent costs (Part III, Line B7) to Other General Administration costs (Part III, Line A1) should not be less than 5%.

PASSED

IC-EXCEEDS-LEA-RATE - (0) - The indirect cost rate used in one or more programs (Form ICR, Exhibit A - Rate Used) should not exceed the LEA's approved indirect cost rate.

PASSED

PCRAF-UNDISTRIBUTED - (F) - Allocation factors must be entered in Form PCRAF for support functions with costs in undistributed goals (goals 0000 and 9000).

PASSED

PCR-ALLOC-NO-DIRECT - (W) - In forms PCR/PCRAF, costs should normally only be allocated to goals that have direct costs.

PASSED

PCR-GF-EXPENDITURES - (F) - Total Costs by Program in Form PCR, Column 6 should agree with total expenditures (objects 1000-7999) in funds 01, 09, and 62.

PASSED

ASSET-ACCUM-DEPR-NEG - (F) - In Form ASSET, accumulated depreciation for governmental and business-type activities must be zero or negative. PASSED

ASSET-PY-BAL - (F) - If capital asset ending balances were included in the prior year unaudited actuals, the Schedule of Capital Assets (Form ASSET) must be provided.

PASSED

DEBT-ACTIVITY - (0) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt.

PASSED

DEBT-POSITIVE - (F) - In Form DEBT, long-term liability ending balances must be positive.

PASSED

DEBT-PY-BAL - (F) - If long-term liability ending balances were included in the prior year unaudited actuals data, the Schedule of Long-Term Liabilities (Form DEBT) must be provided.

PASSED

#### EXPORT CHECKS

FORM01-PROVIDE - (W) - Form 01 (Form 011) must be opened and saved.

PASSED

UNAUDIT-CERT-PROVIDE - (F) - Unaudited Actual Certification (Form CA) must be provided.

PASSED

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. PASSED

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed. PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved.

PASSED

Checks Completed.

SACS2019ALL Financial Reporting Software - 2019.2.0 8/28/2019 10:50:35 AM

10-77255-0000000

#### Unaudited Actuals 2019-20 Budget Technical Review Checks

#### Education Technology JPA

Fresno County

PASSED

Following is a chart of the various types of technical review checks and related requirements:

- F Fatal (Data must be corrected; an explanation is not allowed)
- W/WC Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

#### IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid.

CHECKRESOURCE - (W) - All RESOURCE codes must be valid. PASSED

CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code. PASSED

CHECKGOAL - (F) - All GOAL codes must be valid. PASSED

CHECKFUNCTION - (F) - All FUNCTION codes must be valid. PASSED

CHECKOBJECT - (F) - All OBJECT codes must be valid. PASSED

CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid.

PASSED

CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.

PASSED

CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid.

PASSED

CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid.

PASSED

CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid. PASSED

CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid. PASSED

CHK-RESOURCExOBJECTA - (W) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.

PASSED

CHK-RESOURCExOBJECTB - (0) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid.

PASSED

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special

Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years).

PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid.

PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC.

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332.

PASSED

#### GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds.

PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds.

PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function.

PASSED

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

INTRAFD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund.

PASSED

INTRAFD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund.

PASSED

INTRAFD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund.

PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund.

PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300).

PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource.

PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area.

PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 73).

PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 73.

PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 73.

PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 73.

PASSED

EFB-POSITIVE - (W) - All ending fund balances (Object 979Z) should be positive by resource, by fund. PASSED

OBJ-POSITIVE - (W) - All applicable objects should have a positive balance by resource, by fund.

PASSED

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund.

PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund.

PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund.

PASSED

#### SUPPLEMENTAL CHECKS

#### EXPORT CHECKS

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. PASSED

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed. PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved.

PASSED

Checks Completed.