



## **AGENDA**

### **REGULAR MEETING GOVERNING BOARD**

1:00 P.M. January 25, 2024

Ed Tech JPA will hold a Board meeting on January 25, 2024, at 1:00 PM at the Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526.

Board agendas may be viewed at <https://edtechjpa.org/department/board-meetings>.

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

The agenda will be published at least 72 hours prior to the meeting. Supporting documentation will be provided at the meeting or emailed electronically to members prior to the meeting as it becomes available.

President	Brianne Ford
Vice-President	Jeremy Davis
Secretary	David Seabury
Treasurer	Michael Johnston

#### *Board of Directors Founding Members*

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	Sean Rozell/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	David Seabury/alternate Kevin Monsma
San Juan Unified	Founding Member	Peter Skibitzki/alternate Laura Fry
San Ramon Valley Unified	Founding Member	Kelly Hilton/alternate Stella Kemp

#### **Agenda**

1. Determination of a quorum and call to order - roll call
2. Approve the Minutes of the previous regular meeting
3. Public Comment

Anyone may address the Board on any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item not on this agenda except as authorized by Government Code section 54954.2. Each topic or item is limited to 30 minutes; each speaker is limited to 3 minutes.

4. Approval of the Agenda

**5. Board Member and Staff Reports**

**6. Treasurer Report**

Michael Johnston will provide an update to the board.

**7. Standing Reports**

- 7.a.** Membership
- 7.b.** Communications
- 7.c.** Procurement
- 7.d.** Goals and Objectives

**8. Consent Agenda**

All matters of the Consent Agenda are considered to be routine and will be enacted by the Board in one motion, without prior discussion. At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion.

Recommendation: Approve all items on the Consent Agenda.

Motion:

**9. Items Removed from Consent Agenda**

**9.a.**

**10. Items of Business (Action)**

**10.a.** Approve Clovis Unified School District as the Financial Host Agency.

**Background Information:** On February 28, 2019 the Board approved:

Clovis Unified School District as the Financial Host Agency.

The Board desires to re-evaluate host agency assignments every four (4) years pursuant to section 9.c. of the Founding Member Agreement. Clovis Unified School District has performed well and staff proposes their re-election.

**Recommendation:** Approve:

Clovis Unified School District as the Financial Host Agency of Ed Tech JPA in accordance with section 9.c. of the Founding Member Agreement.

**Motion:**

**10.b.** Increase marketing budget to support California IT in Education (CITE) potential partnership.

**Background Information:** CITE offers a variety of programs to offer exposure to partners. Ed Tech JPA desires to form valuable partnerships.

**Recommendation:** Approve increasing the marketing budget to support a partnership with California IT in Education (CITE).

**Motion:**

**10.c.** Approve the Administrative Fee and Administrative Fee language.

**Background Information:** At the December 5, 2019 board meeting Brianne Ford and Michael Johnston were authorized to develop an Administrative Fee. Revisions to the Administrative Fee were approved



by the Board at the January 23, 2020, January 26, 2023, and April 27, 2023 board meetings. The board recommends annual approval of the Administrative Fee.

**Recommendation:** Approve the existing Administrative Fee and language as previously approved, with the understanding that terms may be negotiated on a case-by-case basis.

**Motion:**

**10.d.** Approve Bylaws.

**Background Information:** Ed Tech JPA Bylaws were initially approved by the Board at the May 10, 2019 board meeting. Revisions to the Bylaws were approved by the Board at the February 25, 2021 board meeting. The Board desires to review the Bylaws annually.

**Recommendation:** Approve the existing Bylaws as previously approved.

**Motion:**

**10.e.** Approve Operating Procedures and Host Agency Fee Proposals.

**Background Information:** Ed Tech JPA Operating Procedures and Host Agency and Fee Proposal revisions were approved by the Board at the September 8, 2022 board meeting. The Board desires to review the Operating Procedures and Host Agency Fee Proposals annually.

**Recommendation:** Approve the existing Operating Procedures and Host Agency Fee Proposals as previously approved.

**Motion:**

**10.f.** Submission of the 2022-23 Annual Financial Audit of the Education Technology Joint Powers Authority

**Background Information:** The examination of the financial statements of funds and accounts of the Education Technology Joint Powers Authority has been completed.

The completion of this audit is in accordance with Education Code Section 41020. Copies of this report are filed with the County Superintendent of Schools, County Auditor, State Department of Education, and the Audit Division of the State Department of Finance. By law, the audit must be filed with the State Controller's Office on or before December 15th each year by the auditors.

In accordance with Education Code Section 41020.3, contents of this report will be reviewed at the January 25, 2024 Ed Tech JPA Board meeting.

**Recommendation:** Approve the audit of the 2022-23 financial records of the Education Technology Joint Powers Authority as submitted.

**Motion:**



*\*Ratify*

**10.g.** Increase marketing budget to support California School Boards Association (CSBA) potential partnership.

**Background Information:** CSBA offers a variety of programs to offer exposure to partners. Ed Tech JPA desires to form valuable partnerships.

**Recommendation:** Approve increasing the marketing budget to support a partnership with California School Boards Association (CSBA).

**Motion:**

### **11. Items for Discussion**

**11.a.** Discuss scoring assignments for Security & IT Administration RFP

**11.b.** Alternate dates for May board meeting

### **Closing Items**

**12.** Adjournment

### **Future Meetings**

February 29, 2024

## **Consent Agenda**

### **REGULAR MEETING GOVERNING BOARD**

1:00 P.M. January 25, 2024

#### **1. Ratify Approval of New Associate Members**

**Background Information:** The following organizations have applied for associate membership and, pursuant to Ed Tech JPA's Associate Member Operating Procedures, were granted provisional approval:

- Beaumont Unified School District
- Lodi Unified School District
- Lynwood Unified School District
- Salida Union School District

The Board must formally ratify the approval of their membership.

**Recommendation:** Ratify associate membership for the organizations listed.

\*Ratify

#### **2. Approve Check Register.**

**Background Information:** A Check Register is presented to the Board listing checks which have been issued in accordance with established purchasing procedures of Ed Tech JPA. These checks are presented to the Board for ratification in accordance with the applicable provisions of the Education and Government Code Statutes of the State of California. A copy of the full report is attached.

**Recommendation:** Ratify issuance of checks as listed.

\*Ratify

#### **3. Approve Amendment and Pricing Update to the Instructure Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 18/19-03 Learning Management Solution Platform to Instructure, Inc. (Instructure) at the May 10, 2019 board meeting. The Master Agreement specifies Instructure may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, Instructure's proposal, the Master Agreement and/or any Purchase Agreements or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the solution that Instructure did not have at the time the proposal was submitted.

**Recommendation:** Approve an amendment to the existing agreement to incorporate additional products and update pricing with Instructure.

\*Ratify

#### **4. Approve Amendment and Pricing Update to the Instructure Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 19/20-03 Educational Intelligence and Analytics Solution to Instructure, Inc. (Instructure) at the January 23, 2020 board meeting. The Master Agreement specifies Instructure may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, Instructure's proposal, the Master Agreement and/or any Purchase Agreements or Added Products are enriched capabilities, new modules,



technology advancements, and/or service categories within the solution that Instructure did not have at the time the proposal was submitted. The Master Agreement also states that price decreases shall be extended to Ed Tech JPA members.

**Recommendation:** Approve an amendment to the existing agreement to incorporate additional products and decreased pricing with Instructure.

\*Ratify

**5. Approve Extension to DecisionEd Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 19/20-03 Educational Intelligence and Analytics Solution to DecisionEd Group, Inc (DecisionEd) at the January 23, 2020 board meeting. DecisionEd would like to extend the term of the current agreement for an additional two (2) year term for a total of five (5) years, in accordance with Education Code Section 17596.

**Recommendation:** Approve an amendment to the existing agreement with DecisionEd to extend the term for a total of five (5) years.

\*Ratify

**6. Approve Amendment and Pricing Update to the Bloomz Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 22/23-02 Notification Systems to Bloomz Inc. (Bloomz) at the May 25, 2023 board meeting. The Master Agreement specifies Bloomz may add products introduced to the market that are either a direct replacement or are substantially equivalent to original products listed in the RFP, Instructure's proposal, the Master Agreement and/or any Purchase Agreements or Added Products are enriched capabilities, new modules, technology advancements, and/or service categories within the solution that Bloomz did not have at the time the proposal was submitted.

**Recommendation:** Approve an amendment to the existing agreement to incorporate additional products and update pricing with Bloomz.

\*Ratify

**7. Approve Extension to Finalsight Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 20/21-02 Web Design & Hosting to Active Internet Technologies dba Finalsight (Finalsite) at the March 25, 2021 board meeting. Finalsite would like to extend the term of the current agreement for an additional two (2) year term for a total of five (5) years, in accordance with Education Code Section 17596.

**Recommendation:** Approve an amendment to the existing agreement with Finalsite to extend the term for a total of five (5) years.

\*Ratify

**8. Approve Extension to Avatier Agreement.**

**Background Information:** Ed Tech JPA awarded RFP No. 20/21-01 Identity Management Solution to Avatier Corporation (Avatier) at the December 17, 2020 board meeting. Avatier would like to extend the



term of the current agreement for an additional two (2) year term for a total of five (5) years, in accordance with Education Code Section 17596.

**Recommendation:** Approve an amendment to the existing agreement with Avatier to extend the term for a total of five (5) years.

\*Ratify

**9. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Branching Minds* for sections 1, 2, 3.2.1 – 3.3.1 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Branching Minds, Inc (Branching Minds)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.2.1 – 3.3.1 & 4.

**Recommendation:** Approve Resolution No. 23-24-14 awarding sections 1, 2, 3.2.1 – 3.3.1 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Branching Minds* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**10. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *DecisionEd* for sections 1, 2, 3.2.1 – 3.3.2 and 3.4.1 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *DecisionEd Group, Inc. (DecisionEd)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.2.1 – 3.3.2 and 3.4.1 & 4.

**Recommendation:** Approve Resolution No. 23-24-15 awarding sections 1, 2, 3.2.1 – 3.3.2 and 3.4.1 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *DecisionEd* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**11. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *FocalPoint* for sections 1, 2, 3.1.1 – 3.1.4 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *FocalPointK12, Inc (FocalPoint)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1.1 – 3.1.4 & 4.

**Recommendation:** Approve Resolution No. 23-24-16 awarding sections 1, 2, 3.1.1 – 3.1.4 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *FocalPoint* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**12. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Instructure* for sections 1, 2, 3.1.1 – 3.1.4 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Instructure, Inc. (Instructure)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1.1 – 3.1.4 & 4.

**Recommendation:** Approve Resolution No. 23-24-17 awarding sections 1, 2, 3.1.1 – 3.1.4 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Instructure* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**13. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Learning Explorer* for sections 1, 2, 3.1.1 – 3.1.2, 3.1.4, and 3.4.1 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Learning Explorer, Inc. (Learning Explorer)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1.1 – 3.1.2, 3.1.4, and 3.4.1 & 4.

**Recommendation:** Approve Resolution No. 23-24-18 awarding sections 1, 2, 3.1.1 – 3.1.2, 3.1.4, and 3.4.1 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Learning Explorer* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**14. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Nom Nom* for sections 1, 2, 3.2.3 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Nom Nom Data Inc (Nom Nom)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.2.3 & 4.

**Recommendation:** Approve Resolution No. 23-24-19 awarding sections 1, 2, 3.2.3 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Nom Nom* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**15. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Otus* for sections 1, 2, 3.1 – 3.3.2 & 3.4.1 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Otus LLC (Otus)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 – 3.3.2 & 3.4.1 & 4.

**Recommendation:** Approve Resolution No. 23-24-20 awarding sections 1, 2, 3.1 – 3.3.2 & 3.4.1 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Otus* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**16. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *PowerSchool* for sections 1, 2, 3 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *PowerSchool Holdings LLC dba PowerSchool Group LLC (PowerSchool)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3 & 4.





**Recommendation:** Approve Resolution No. 23-24-21 awarding sections 1, 2, 3 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *PowerSchool* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.

**17. Approve Award of RFP No. 22/23-02 Assessment and Analytics Platforms to *Renaissance* for sections 1, 2, 3.1 – 3.2.5 & 4.**

**Background information:**

RFP No. 22/23-02 Assessment and Analytics Platforms was conducted pursuant to Board approval at the July 27, 2023 board meeting. *Renaissance Learning, Inc. (Renaissance)* submitted a Proposal that meets the minimum qualifications for sections 1, 2, 3.1 – 3.2.5 & 4.

**Recommendation:** Approve Resolution No. 23-24-22 awarding sections 1, 2, 3.1 – 3.2.5 & 4 of RFP No. 22/23-02 Assessment and Analytics Platforms to *Renaissance* and other qualifying vendors, as approved by the board, with the administrative fee as approved at the April 27, 2023 board meeting.



## List of Attachments Board Meeting January 25, 2024

Item No.	Page No.	Description
1	11	December 7, 2023 Board Meeting Minutes
2	14	Goal Progress Sheet
3	15	Administrative Fee Language
4	20	Bylaws
5	33	Scoring Sheet for Assessment & Analytics Platforms RFP
6	34	Resolutions for Assessment & Analytics Platforms RFP
7	52	CSBA Information
8	65	Check Register
9	66	2022-23 Financial Audit

# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## Minutes

### REGULAR MEETING OF THE GOVERNING BOARD

December 7, 2023 1:00 P.M.

Irvine Unified School District Office: 5050 Barranca Parkway, Irvine, CA 92604, Fullerton School District Office: 1401 W. Valencia Drive, Fullerton, CA 92883, Capistrano Unified School District Office: 33122 Valle Road, San Juan Capistrano, CA 92675, Clovis Unified School District Office: 1450 Herndon Avenue, Clovis, CA 93611, El Dorado County Office of Education Office: 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District Office: 3738 Walnut Avenue, Carmichael, CA 95608, San Ramon Valley Unified School District Office: 3280 Crow Canyon Road, San Ramon, CA 94526

#### 1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:02 PM.

Present:

Brianne Ford with Irvine Unified School District  
Kelly Hilton with San Ramon Valley Unified School District  
Sean Rozell with Capistrano Unified School District  
Jeremy Davis with Fullerton School District

#### 2. APPROVAL OF MINUTES

**Motion Passed:** Approve the Minutes from the September 7, 2023 Regular Board Meeting.

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford  
Aye Kelly Hilton  
Aye Jeremy Davis  
Aye Sean Rozell

#### 3. PUBLIC COMMENT

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

#### 4. APPROVAL OF AGENDA

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

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford  
Aye Kelly Hilton  
Aye Jeremy Davis  
Aye Sean Rozell

**5. ACCEPTANCE OF BOARD MEMBER AND STAFF REPORTS**

Minutes: Board members shared their district/counties' situations related to purchases and administrative matters.

**6. ACCEPTANCE OF TREASURER REPORT**

Minutes: None.

**7. ACCEPTANCE OF STANDING REPORTS**

**7.a. Membership**

Minutes: Membership and CITE membership interest was discussed.

**7.b. Communications**

Minutes: The CITE conference presentation and vendor booth and recent and planned communications with members were discussed.

**7.c. Procurement**

Minutes: The Security RFP timeline and administrative fee for resellers were discussed. It was decided to postpone the due date for the Security RFP.

**7.d. Goals and Objectives**

Minutes: The Annual Goals Progress Report was reviewed.

**8. ACCEPTANCE OF CONSENT AGENDA**

**8.a.** At this time an item may be removed from the consent calendar by the Board, staff, or community for discussion. Approve all items on the Consent Agenda.

**Motion Passed:** Approve all items on the Consent Agenda.

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford

Aye Kelly Hilton

Aye Jeremy Davis

Aye Sean Rozell

**9. ITEMS REMOVED FROM CONSENT AGENDA**

**9.a.** Items Removed from Consent Agenda: None.

**10. ITEMS OF BUSINESS (ACTION)**

**10.a.** First Interim & SACS Report

**Motion Passed:** Approve the positive certification of the First Interim and SACS Report.

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford

Aye Kelly Hilton

Aye Jeremy Davis  
Aye Sean Rozell

**10.b. Submission of the 2022-23 Annual Financial Audit of the Education Technology Joint Powers Authority**

**Motion to Table:** Receive and file the audit of the 2022-23 financial records of the Education Technology Joint Powers Authority.

Tabled with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford  
Aye Kelly Hilton  
Aye Jeremy Davis  
Aye Sean Rozell

**10.c. Increase marketing budget to support California School Boards Association (CSBA) potential partnership.**

**Motion Tabled:** Approved increasing the marketing budget with an additional expenditure to support a partnership with California School Boards Association (CSBA).

Tabled with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford  
Aye Kelly Hilton  
Aye Jeremy Davis  
Aye Sean Rozell

**11. ITEMS FOR DISCUSSION**

**11.a. CITE Conference Debrief**

**Minutes:** Vendor and Member interest and Arizona membership was discussed.

**12. ADJOURNMENT**

**Motion Passed:** Adjourn the meeting at 1:46 pm.

Passed with a motion by Jeremy Davis and a second by Sean Rozell.

Aye Brianne Ford  
Aye Kelly Hilton  
Aye Jeremy Davis  
Aye Sean Rozell

**Future Meetings**  
January 25, 2024



# EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

## 2022-23 ANNUAL GOALS PROGRESS REPORT

January 2024

The Education Technology Joint Powers Authority (Ed Tech JPA) aims to streamline procurement, provide competitive pricing, and secure favorable technology contracts for educational agencies and other eligible entities.

### CURRENT POSITION

June 30, 2022	December 19, 2023	Goal for June 2024
<b>153 Members</b> <b>2,054,995 Students</b> <b>20 Completed Procurements</b> <b>61 Available Contracts</b> <b>\$191,655.72 Admin Fee Revenue</b> <b>2022-23</b>	<b>164 Members</b> <b>2,321,453 Students</b> <b>20 Completed Procurements</b> <b>73 Available Contracts</b> <b>\$232,617.42 Admin Fee</b> <b>Revenue 2023-24</b>	<b>170 Members</b>  <b>24 Completed Procurements</b>  <b>\$250K Admin Fee Revenue</b> <b>2023-24</b>

**STANDARD CONTRACT LANGUAGE: ADMINISTRATIVE FEE**

**14. ADMINISTRATIVE FEE**

- A. Vendor agrees to pay Ed Tech JPA an administrative fee (the “Admin Fee”) calculated as four percent (4%) of the invoiced amount of any Participant agreement with Vendor or the then-current Admin Fee, whichever is lower, based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Individual Transactions that meet a certain dollar amount will receive a discount and pay Admin Fees as listed on the JPA website at:

<https://edtechjpa.org/administrative-fee>

An Individual Transaction is defined as the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

Computations of the Admin Fee shall exclude state, local, or federal taxes levied on invoiced amounts. Unless otherwise stated herein, the Admin Fee is not refundable to Participants or Vendors under any circumstances. In the event the Ed Tech JPA board of directors determines to modify the Admin Fee or how it is calculated, the changes shall be communicated to Vendors and updated on the website. Such changes shall take effect no sooner than thirty (30) days after notifying Vendor and shall apply to all PAs entered into thereafter. The Admin Fee shall not be increased to over four percent (4%). Vendor shall be permitted to amend the MA pricing in the attached Exhibit A in direct proportion to the adjusted Admin Fee.

- B. Quarterly Reports shall be reported and Admin Fees shall be payable at the end of each quarter as follows:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 - March 31	April 30
April 1 - June 30	July 15 *to allow for fiscal year end
July 1 - September 30	October 31
October 1 - December 31	January 31

- C. Vendor must submit a check, payable to Education Technology Joint Powers Authority remitted to:

Ed Tech JPA  
% Clovis Unified School District  
Business Services Department  
1450 Herndon Ave

Clovis, CA 93611


- D. The Admin Fee shall **not** be included as an adjustment to Vendor's Proposal and MA pricing.
- E. The Admin Fee shall **not** be invoiced or charged to the Participant.
- F. Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.
- G. Any payments that a Vendor makes to Ed Tech JPA after the due date as indicated in this MA shall accrue interest at a rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude Ed Tech JPA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to Vendor's failure to make timely remittances.
- H. Failure to meet Quarterly Reporting, Admin Fee requirements, and to submit fees on a timely basis shall constitute grounds for suspension of this contract.

**The Admin Fee calculated as four percent (4%) of the invoiced amount of any Purchase Agreement between a Vendor and Participant; and is based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Effective July 1, 2023 Individual Transactions of Three Hundred Thousand Dollars (\$300,000.00) and higher will receive a discount and pay Admin Fees as follows:**

<b>Individual Transaction Amount</b>	<b>Administrative Fee</b>
<b>Under \$300,000.00</b>	<b>4%</b>
<b>\$300,000.00 and above</b>	<b>3%</b>





 > PARTNERS > ADMINISTRATIVE FEE

# ADMINISTRATIVE FEE

## ADMINISTRATIVE FEE

Ed Tech JPA charges Vendors an Administrative Fee on sales made using the JPA contracts. This Admin Fee covers the cost of procurement, legal fees, and operational costs associated with services to our members. The Administrative Fee is regularly reviewed by Ed Tech JPA's Board of Directors.

The Admin Fee calculated as four percent (4%) of the invoiced amount of any Purchase Agreement between a Vendor and Participant; and is based on an award under the RFP and all revenue derived directly from any PA, including any additional services, and agreement extensions or renewals. Effective July 1, 2023 Individual Transactions of Three Hundred Thousand Dollars (\$300,000.00) and higher will receive a discount and pay Admin Fees as follows:

Individual Transaction Amount	Administrative Fee
Under \$300,000.00	4%
\$300,000.00 and above	3%

Individual Transactions are the total sale made by Vendor to individual Ed Tech JPA Members for each Ed Tech JPA Agreement within the same Reporting Period/Quarter.

**Computations of the Admin Fee exclude state, local, or federal taxes levied on invoiced amounts.**

**The Admin Fee is not refundable to Participants or Vendors under any circumstances.**

**The Admin Fee shall not be invoiced or charged to the Participant and shall not be included as an adjustment to Vendor’s Proposal and Master Agreement pricing.**

**Payment of the Admin Fee is due from Vendor to Ed Tech JPA when Vendor submits Quarterly Reports or when Vendor receives payment from Participant(s), whichever is later.**

**Due to specific program restrictions, the Nutrition Management RFP has a separate, flat-rate Administrative Fee Structure as described in the RFP documents.**

## **QUARTERLY REPORTS**

**Quarterly Reports shall be reported and Admin Fees shall be payable at the end of each quarter as follows:**

<b>Reporting Period</b>	<b>Due Date</b>
<b>January 1 - March 31</b>	<b>April 30</b>
<b>April 1 - June 30</b>	<b>July 15 *to allow for fiscal year end</b>
<b>July 1 - September 30</b>	<b>October 31</b>
<b>October 1 - December 31</b>	<b>January 31</b>

## **PAYMENT OF ADMIN FEES**

Vendors shall submit checks, payable to Education Technology Joint Powers Authority remitted to:

Ed Tech JPA

% Clovis Unified School District

Business Services Department

1450 Herndon Ave

Clovis, CA 93611

Ed Tech JPA's [W-9](#) is available for your convenience.



**Secretary of State**  
**Registry of Public Agencies**  
 (Government Code section 53051)

SF-405

**FILED**  
 Secretary of State  
 State of California  
 APR 19 2021

**IMPORTANT — Read Instructions before completing this form.**

There is No Fee for a Registry of Public Agencies filing

**Copy Fees** – First page \$1.00; each attachment page \$0.50;  
 Certification Fee - \$5.00

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**1. Type of Filing** (Check one.)

- Initial Filing (first Registry of Public Agencies filing for an agency)  
 Updated Filing (change to an existing Registry of Public Agencies record)

**2. Agency Information**

a. Full Legal Name of Public Agency  
**Education Technology Joint Powers Authority**

b. Nature of Update (complete if Updated Filing)

**Bylaws**

c. County <b>United States of America</b>	d. Official Mailing Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>
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**3. Chairperson, President, or Other Presiding Officer**

a. Name <b>Brianna Ford</b>	b. Title <b>President</b>
c. Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>	

**4. Clerk or Secretary**

a. Name <b>David Seabury</b>	b. Title <b>Secretary</b>
c. Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>	

**5. Other Members of the Governing Board** (Enter as many as applicable. Attach additional pages for additional members.)

Name <b>Jeremy Davis</b>	Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>
Name <b>Michael Johnston</b>	Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>
Name <b>Sean Rozell</b>	Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>
Name <b>Kent Stephens</b>	Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>
Name <b>Greg Medici</b>	Business or Residence Address <b>1450 Herndon Avenue, Clovis, CA 93611</b>

**6. Date and Sign Below** (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

<b>4/8/21</b> Date	 Signature	<b>Brianna Ford</b> Type or Print Name
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I hereby certify that the foregoing transcript of 01 page(s) <sup>RAB</sup> is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

**MAY 13 2021**

A handwritten signature in blue ink, appearing to read "S. N. Weber".

SHIRLEY N. WEBER, Ph.D., Secretary of State



Fagen Friedman & Fulfrost LLP

SACRAMENTO CA 957

14 MAY 2021PM 7 L



Vanessa Miller  
Fagen Friedman & Fulfrost LLP  
30 E River Park Place W, Suite 400  
Fresno CA 93720

93720-153900



## EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BYLAWS

### I. NAME.

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

### II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced education technology products and services to its members. The JPA will collect a fee from vendors for the sale of such products and services to its members and that fee will be used to pay for the cost of running the JPA ("Administrative Fee"). The JPA will perform primary administrative and governance tasks necessary to provide legally compliant and economically priced technology products and services to its members. The JPA is committed to building capacity in its membership and may provide additional training and support as priorities are determined by the JPA Board of Directors ("Board"). The JPA shall provide those programs and services which are determined, pursuant to Article V, Section F, Subd. 14, to be priority needs of the membership and shall assist in meeting special needs which arise from fundamental constraints upon individual members.

### III. JPA BOARD.

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

**B. General Powers.** The Board and the JPA have the power to exercise any power common to its members in furtherance of the functions and objectives set forth in the Joint Powers Agreement to the full extent of the law. Included in those duties and powers are the rights to: make and enter contracts, employ agents and employees, direct the work of its employees; determine the method, means and services to be provided; determine the staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of the JPA operation; build, move, or modify the facilities; develop a budget; determine the methods of raising revenue; and contract out work. In addition, the Board has the right to evaluate, hire, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency.

#### **IV. Membership and Participation.**

**A. Founding Membership.** Founding Membership in the JPA shall be limited to public education agencies, cities, counties, and other governmental units. There will be no less than two (2) and no more than seven (7) founding members ("Founding Members"). The Founding Members shall be the original signatories to the Joint Powers Authority Agreement (Ed Tech JPA) and additional founding members as approved by the Board.

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

**B. Associate Membership.** Associate Membership shall be available to public education agencies, cities, counties, and other governmental units to the extent allowed by law.

- 1) Associate members shall be entitled to utilize JPA procurements and contracts, and participate in services and programs offered by the JPA.
- 2) Associate Members shall not be permitted to nominate any of their governing board members to serve on the JPA's Board of Directors.
- 3) Associate Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
- 4) Associate Members are not entitled to any voting privileges on JPA matters.
- 5) Associate Members shall be required to pay Membership Dues, if any, assessed by the Board of Directors.
- 6) Associate members may be located outside of the State of California to the extent allowed by law.

**C. Initiating Membership.** In order to become a member of the JPA, the potential Founding Member or Associate Member must follow the process identified below. The JPA reserves the right to deny membership to any potential member, for any reason.



1) **Associate Membership Application.** Any eligible public education agency, city or county, or other governmental unit, or other organization to the extent allowed by law may belong the JPA as an Associate Member. The Associate Member candidate must fill out and submit a Membership Application and deliver a copy of the duly authorized and executed Associate Member Agreement to the JPA. By signing the Associate Membership Agreement, the Associate Member's governing board or authorized agent agrees to acceptance of these Bylaws. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary.

2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up to the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must complete the founding membership application process as determined by the Board. If approved by the Governing Board, the Founding Member must deliver a copy of the duly authorized and executed Joint Powers Authority Agreement (Ed Tech JPA), also known as the Founding Member Agreement, and the fee as set forth in Article IV, Section A, above. By signing the Founding Member Agreement, the Founding Member's governing board and/or authorized agent agrees to acceptance of these Bylaws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

**D. Correspondent Members.** In states that do not have Joint Powers Authorities, school districts and other local education agencies may apply to join the JPA as a Correspondent Member and have such additional duties and privileges as the Board may designate and in accordance with applicable laws.

**E. Withdrawal from Associate Membership.** An Associate Member or Correspondent Member may elect to withdraw its membership from the JPA by a majority vote of its governing board and/or written request by an authorized signatory of the Associate Member or Correspondent Member. The withdrawal shall be effective at the Board meeting following the JPA's written receipt of the Associate Member or Correspondent Member's withdrawal unless an earlier date is mutually agreed upon.

**F. Withdrawal from Founding Membership.** A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its governing board and/or written request by an authorized signatory of the Founding Member. The withdrawal shall be effective on June 30 following the JPA's written receipt of the Founding Member's withdrawal unless an earlier date is mutually agreed upon. Notwithstanding the withdrawal, the proportionate share of any expenses already certified to the withdrawing member for the JPA shall be paid to the JPA. The terms of withdrawal from the JPA shall be governed by Government Code §§ 6522-6512. The withdrawing Founding Member shall not be eligible to receive program funds or any revenue shares arising or distributed in the fiscal years commencing after the effective date of withdrawal. The Founding Member's initial fee shall be recoverable, if not already repaid by the JPA.

**G. Removal of Founding Member.** A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The Founding Member subject to removal shall abstain from the vote. The removal shall be effective immediately following the vote. The removed Founding Member shall not be eligible to receive program funds or any revenue shares arising or distributed after the effective date of removal. The removed Founding Member's initial fee may be recoverable, if not already repaid, subject to majority approval of the Board.

**H. Dissolution of JPA.** Founding Members may dissolve the JPA by a super majority vote of the Board of Directors. Upon the dissolution of the JPA or other final termination of the Founding Member Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand, shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility, including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Board of Directors, or the Host Agencies, if the Board of Directors delegates such duties. Any surplus funds remaining after payment for the JPA's obligations shall be returned to present Founding Member Agencies in proportion to contributions made and claims or losses paid.

**I. Expansion of Founding Membership.** The Founding Membership may be expanded beyond the initial seven (7) founding members upon unanimous, minus one, vote of the Board.

**V. ORGANIZATION AND PROCEDURE OF THE BOARD**

**A. Board of Directors.** The care, management, and control of the JPA shall be vested in a Board of Directors composed of no less than two (2) members, and no more than seven (7) members, unless otherwise approved by the Board pursuant to Article IV, Section H, above.

**B. Terms.** Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent, authorized agent, or governing board. Founding Members may appoint a replacement for their appointed Board Member at the request of the Founding Member's governing board and/or authorized agent. The Founding Member's governing board or authorized agent may appoint a designee to serve in the temporary absence of the Board Member. In the event of a personnel or organizational change resulting in a vacancy a Founding Member may appoint a replacement for the appointed Board Member at the request of the Founding Member's governing board and/or authorized agent. Board Members may have additional terms at the discretion of the Founding Member's governing board or authorized agent.

**C. Revenue.** Upon satisfaction of all debts and liabilities in a given fiscal year, and after initial Founding Member contributions have been reimbursed, if the JPA is operating at net gain, each of the Founding Members may receive a fee/revenue sharing/disbursement, as determined by the Board, but no greater than \$100,000 in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as an Host Agencies as set forth in in Article V, Section F, subd. 10, shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors in addition to the fee/revenue sharing disbursement. The Board has discretion to reimburse Founding Members for Administrative Fees resulting from the purchases made pursuant to Master Agreements wherein it acted as the initiating agency. Compensation for Host Agency duties shall be superior to Founding Member revenue disbursements identified in this Section.

**D. Organization.** The Board of Directors shall appoint a Secretary, a Vice President, and a Treasurer. The Board member appointed by the agency serving as the Host Agency overseeing financial activities as described in Article V, Section F, subd. 10, *Host Agencies*, shall be appointed as Treasurer. The Board of Directors of the JPA shall designate an organizational meeting on alternating years wherein the Board shall elect officers (President, Vice-President, and Secretary). Upon a Board conflict or vacancy the Board may hold an election for officer roles as needed. The Board of Directors shall also conduct any other necessary organizational business, including appointing such other officers as it considers necessary.

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

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

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

1) **Meeting.** The Board of Directors shall submit an annual evaluation report and plan of the effectiveness of programs and services which describes the objectives to be implemented to support the needs of the JPA's membership.

2) **Facilities.** The Board of Directors shall provide for or arrange for adequate office, service center and administrative facilities by lease, purchase, gift, or otherwise.

- 3) **Staff.** The Board of Directors is authorized to employ central administrative staff and other personnel as necessary to provide and support the agreed upon programs and services. The Board may discharge staff and personnel pursuant to provisions of law applicable to the employing agency for in-kind services provided by JPA members, and if a direct employee of the JPA, by provisions of law applicable California public school districts. The Board shall allow the JPA staff and personnel to participate in retirement programs and any other programs available to public school staff and personnel.
- 4) **Legal Counsel.** The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA. Legal Counsel shall serve at the will and pleasure of the Board of Directors.
- 5) **Contracts.** The Board of Directors is authorized to enter into contracts to assist in the furtherance of the JPA's goals and objectives, including with independent contractors and consultants, and school boards of local education agencies, including organizations outside the JPA's state.
- 6) **Programs and Services.** The Board of Directors is authorized to enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services.
- 7) **Governance.** The Board of Directors shall exercise all powers and carry out all duties delegated to it by members under provisions of the JPA's Bylaws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state of California.
- 8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, businesses, and industry and may appoint special advisory committees representative of these partners.
- 9) **Executive Committee.** The Board of Directors may establish an Executive Committee comprised of the JPA President, Vice-President, Secretary, and Treasurer. which is hereby empowered to exercise all the powers of the Board of Directors except as otherwise specifically proscribed in these Bylaws, during times when the Board of Directors does not meet or is unable to convene a meeting. Actions requiring a supermajority vote of the Board of Directors require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee. The Board President shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.
- 10) **Host Agencies.** The administration of the JPA shall be provided by no less than one (1), and no more than four (4), Host Agencies, to be designated by the Board of Directors. A Host Agency must be a Founding Member. The duties of each Host Agency shall be overseen by the Board Member of the Host Agency. The Host Agency )shall be charged with carrying out the

purposes of the JPA, including, but not limited to: 1) general administrative support activities such as: preparing board agendas, minutes and supporting documents, scheduling board meetings, processing membership, general correspondence, maintaining content on the JPA website, and administration of professional development programs for member agencies 2) procurement activities such as: preparing and administering requests for proposal and negotiating agreements with technology providers; development and maintenance of technology contract registries;;; and 3) financial activities such as: establishing a fund with the county treasurer; developing an annual budget; receiving income and processing expenditures; acting as the treasurer for the JPA, including updating the Board, preparing financial statements and contracting with an independent auditor; serving as the employer of record for JPA employees, including the performance of human resources and payroll functions. Host Agencies may be established for purposes not enumerated in this Section. In the event a Host Agency cannot, to the satisfaction of a majority vote of the Board, fulfill the duties prescribed by the Board, the duties of the Host Agency shall be transferred to another Founding Member. Host Agencies shall be compensated for the Services provided to the JPA, in the amount determined by a majority vote of the Board of Directors.

11) **Executive Director(s).** When the affairs and activities of the JPA so warrant, the Board of Directors may appoint an Executive Director and such number of other personnel as may be deemed necessary. Upon appointment the Board shall approve a description outlining the duties and powers of the Executive Director.

12) **Staff.** Staff employed by the Host Agencies shall serve at the will and pleasure of the respective Host Agencies, subject to review and consideration by the Board. Staff employed directly by Ed Tech JPA shall serve at the will and pleasure of the Ed Tech JPA Board.

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

14) **Annual Plan.** The Board of Directors shall approve an annual plan and evaluation report.

**G. Financial Support.** Financial support for the JPA programs and services shall be primarily derived from revenue generated from services provided by the JPA. The JPA may receive private, state, and federal financial support supplementing as available. No Founding Member shall have any additional liability for the debts or obligations of the JPA except the initial contribution and any other liability the Founding Member assumes under these Bylaws. Associate Members shall have no liability to the JPA. Associate Members' financial support to the JPA shall be derived from any Membership Dues as approved by the Board and the Administrative Fees from vendors resulting from purchases leveraging JPA agreement earned by and paid to the JPA.

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

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

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

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

**L. Insurance.** The Board may procure insurance against liability of the Board and of its officers and employees for damages resulting from wrongful acts and omissions of the members, the Board, and its officers and employees, whether the acts or omissions relate to governmental or proprietary functions of the Board.

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

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

1. An electronic agenda shall be sent to each Founding Member at least three (3) days prior to the regular meeting of the Board. Matters of emergency nature not on the agenda may be considered at the time of the meeting.

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

3. The order of business at the Board meetings shall be as follows, unless modified by a vote of the Board:

- a. Determination of a quorum and call to order
- b. Approval of minutes of previous meeting
- c. Public Comment
- d. Approval of Agenda
- e. Board Member and Staff Reports
- f. Treasurer Report
- g. Standing Reports

- h. Consent Agenda
- i. Items Removed from Consent Agenda
- j. Items of Business (Action)
- k. Items for Discussion
- l. Adjournment.

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

**B. Posting of Meeting Minutes.** The JPA Board of Directors meeting minutes shall be posted to the JPA's website. The minutes of the preceding meeting shall be reviewed, corrected if necessary, and a copy of all motions and the names of the person making and seconding motions shall be recorded. There shall be a recorded vote if the vote is not unanimous.

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

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

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

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

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

## **VIII. AMENDMENTS**

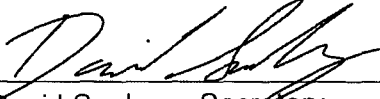
**A. Amendments.** These Bylaws may be amended by the affirmative vote of a super majority of the Founding Members present at a duly noticed meeting, provided that the substance of the proposed amendments shall have been submitted in writing to each Founding Member at least ten (10) calendar days prior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



Brianne Ford, President

3/5/21

Date



David Seabury, Secretary

3/5/21

Date



**Assessment and Analytics Platforms Ed Tech JPA Scoring**

Vendor Name	Branching Minds, Inc.	DecisionEd	FocalPoint	Instructure	Learning Explorer	Nom Nom	Otus	PowerSchool	Renaissance
All Forms Complete	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
1 Vendor Experience and Ability to Perform - 20%	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
2 Technology - 25%	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
3.1.1 Assessment General/User Experience	Incomplete	Incomplete	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass
3.1.2 Assessment & Items	Incomplete	Incomplete	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass
3.1.3 Collaboration	Incomplete	Incomplete	Pass	Pass	Fail	Incomplete	Pass	Pass	Pass
3.1.4 Data & Reports	Incomplete	Fail	Pass	Pass	Pass	Incomplete	Pass	Pass	Pass
3.2.1 Analytics General/User Experience	Pass	Pass	Incomplete	Incomplete	Fail	Incomplete	Pass	Pass	Pass
3.2.2 Data Modeling	Pass	Pass	Incomplete	Incomplete	Incomplete	Incomplete	Pass	Pass	Pass
3.2.3 Extract Transfer & Load	Pass	Pass	Incomplete	Incomplete	Incomplete	Pass	Pass	Pass	Pass
3.2.4 Traditional Reporting	Pass	Pass	Incomplete	Incomplete	Fail	Incomplete	Pass	Pass	Pass
3.2.5 Intervention Management	Pass	Pass	Incomplete	Incomplete	Fail	Incomplete	Pass	Pass	Pass
3.3.1 Advanced Data Modeling	Pass	Pass	Incomplete	Incomplete	Incomplete	Incomplete	Pass	Pass	Incomplete
3.3.2 Advanced Reporting & Analytics/AI	Fail	Pass	Incomplete	Incomplete	Incomplete	Incomplete	Pass	Pass	Incomplete
3.3.3 Other Required Modules	Incomplete	Incomplete	Incomplete	Incomplete	Incomplete	Incomplete	Incomplete	Pass	Incomplete
3.4.1 Other Available Componentets	Fail	Pass	Incomplete	Incomplete	Pass	Incomplete	Pass	Pass	Incomplete
4 Price - 30%	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Federal Forms (not required)	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Pass	Fail
Final Evaluation	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-14**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Branching Minds, Inc (“Branching Minds”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Branching Minds; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, Branching Minds meets the minimum criteria , satisfies the Ed Tech JPA’s RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to Branching Minds.
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 25th day of January, 2024.

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

By

[Signature box for Brianne Ford]

Brianne Ford, Board President

Attest:

[Signature box for David Seabury]

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-15**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by DecisionEd Group, Inc. (“DecisionEd”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with DecisionEd; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, DecisionEd meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to DecisionEd.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-16**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by FocalPointK12, Inc (“FocalPoint”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with FocalPoint; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, FocalPoint meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to FocalPoint.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-17**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

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

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

**WHEREAS**, the proposed form of the Master Agreement was incorporated as an attachment in the RFP; 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 assessment and analytics platforms and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements, Instructure meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to Instructure.
5. The Board delegates authority to the Board President or her designee to execute and deliver the Master Agreement with such additions, amendments, and revisions as are recommended or approved by Designee and General Counsel to Ed Tech JPA, and to take any related actions necessary.

ADOPTED, SIGNED AND APPROVED this 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-18**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Learning Explorer, Inc. (Learning Explorer”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Learning Explorer; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, Learning Explorer meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to Learning Explorer.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-19**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Nom Nom Data Inc (“Nom Nom”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Nom Nom; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, Nom Nom meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to Nom Nom.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-20**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Otus LLC (“Otus”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Otus; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, Otus meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to Otus.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-21**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by PowerSchool Holdings LLC dba PowerSchool Group LLC (“PowerSchool”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with PowerSchool; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, PowerSchool meets the minimum criteria , satisfies the Ed Tech JPA's RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards Master Agreements for assessment and analytics platforms to PowerSchool.
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 25th day of January, 2024.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By

Brianne Ford, Board President

Attest:

David Seabury, Secretary

**Education Technology Joint Powers Authority**  
**RESOLUTION No. 23-24-22**

**AWARD OF MASTER AGREEMENT FOR ASSESSMENT AND ANALYTICS PLATFORMS**

**WHEREAS**, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for assessment and analytics platforms and related services in order to accommodate Founding Member and Associate Members’ current and future assessment and analytics 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”) 23/24-02 Assessment and Analytics Platforms and received ten 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) Technology Requirements, and (4) Price; and

**WHEREAS**, the Ed Tech JPA finds that the proposal submitted by Renaissance Learning, Inc. (“Renaissance”) meets the minimum criteria set forth in the RFP, and desires to enter a Master Agreement with Renaissance; 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 was incorporated as an attachment in the RFP; 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 assessment and analytics platforms 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, Renaissance meets the minimum criteria , satisfies the Ed Tech JPA’s RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
- 4. The Board awards Master Agreements for assessment and analytics platforms to Renaissance.
- 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 25th day of January, 2024.

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

By

[Signature box for Brianne Ford]

Brianne Ford, Board President

Attest:

[Signature box for David Seabury]

David Seabury, Secretary



**HELPING  
YOU MEET  
YOUR  
PROGRAM  
GOALS  
BECOME  
AN  
AFFILIATE  
TODAY!**



## // CONTENT

- › About CSBA Business Affiliate Program / 3
- › Business Affiliate Program Investment Levels / 5
  - » Platinum Affiliate Level / 5
  - » Gold Affiliate Level / 7
  - » Silver Affiliate Level / 9
  - » Bronze Affiliate Level / 11
  - » At-a-glance comparison / 12

# CALIFORNIA'S PUBLIC EDUCATION DECISION MAKERS ARE HERE.

## ARE YOU?

The CSBA Business Affiliate program provides a coordinated approach to forging special relationships with our member districts and COEs.

CSBA introduces its members directly to business affiliate companies, providing the unique opportunity for affiliates to shape current and potential customer attitudes toward products and services. And with CSBA affiliation, you gain instant credibility with California's public education community!

## OUR REACH

# 7,000

decision makers spend more than **\$85 billion** each year to equip, maintain and operate K-12 schools



BOARD  
MEMBERS

**960+**  
SUPERINTENDENTS

**1,000+**  
EXECUTIVE  
ASSISTANTS



CALIFORNIA'S  
SCHOOL DISTRICTS  
AND COEs

**700+**  
CHIEF  
BUSINESS  
OFFICIALS

◀ BACK

CSBA BUSINESS AFFILIATE PROGRAM / 3



# INVESTMENT LEVELS

Several investment levels are available for Business Affiliates, providing a wide range of opportunities for your company to showcase its products and services:



## PLATINUM AFFILIATE

\$40,000 ANNUALLY

**BECOME A CSBA AFFILIATE**

### BENEFITS

#### Visibility at CSBA's Annual Education Conference and Trade Show (Invitation only):

- › Access to AEC attendees list
- › **FREE** booth space up to \$2,200 (Premium Inline and Corner Premium) \*\*1<sup>st</sup> OPPORTUNITY\*\*
- › Opportunity to **SPONSOR** AEC related events and promotional awareness
- › Opportunity to **SPONSOR** a Golden Bell award category
- › Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee

#### Advertisements in CSBA publications:

- › Annual company listing in winter issue of *California Schools Magazine*
- › Ads in *California Schools Magazine*, *California School News* monthly newsletter 6x PER YEAR
- › Quarterly ad space in weekly e-blasts 6x PER YEAR
- › Quarterly presence on social media outlets

- › Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- › 75% discount on additional advertising for newsletter and magazine
- › **FREE** advertorial space

#### Year-round visibility on CSBA website (csba.org):

- › Company listing in CSBA's online Business Directory
- › Use of the CSBA Business Affiliate logo
- › Additional website presence throughout the calendar year

#### Exclusive in-person presentation opportunities (Invitation only):

- › MIG or New Member Training Introduction
- › Opportunity to provide content for the Online Learning Center
- › Opportunity to present at the Leadership Institute
- › Priority to Sponsor Coast 2 Coast DC Trip Events

#### Available to law firm affiliates only

- › Opportunity to Co-Author Briefs and Facts sheets with Research and Education Policy Development department
- › Opportunity to provide content for webinars, publications, and guidance for the Legal Department
- › Opportunity to conduct policy research for the Legal Department and Policy Team
- › Provide Brown Act Training
- › Opportunity to write Amicus Briefs for CSBA's Education Legal Alliance

#### Additional business growth and development opportunities:

- › Opportunity to purchase GAMUT Meetings for a 20% discount
- › Eligible to present product/service content to the PACER Team (invite only)
- › Legal & Policy Update Webinar: Impacts on buying decisions
- › Budget Cycle Webinar

◀ BACK

CSBA BUSINESS AFFILIATE PROGRAM / 5





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**PLATINUM AFFILIATES**

have the opportunity to submit 1 workshop proposals for each AEC strand to be reviewed by program committee



## GOLD AFFILIATE

\$25,000 ANNUALLY

BECOME A CSBA AFFILIATE

### BENEFITS

#### Invitation only visibility at CSBA's Annual Education Conference and Trade Show (AEC):

- › Access to AEC attendees list
- › **FREE** booth space up to \$2,200 (Premium Inline and Corner Premium)  
*\*\*2<sup>nd</sup> OPPORTUNITY\*\**
- › Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- › Opportunity to **SPONSOR** AEC related events and promotional awareness
- › Opportunity to **SPONSOR** a Golden Bell award category

#### Advertisements in CSBA publications:

- › Annual company listing in winter issue of *California Schools Magazine*
- › Ads in *California Schools Magazine*, *California School News* monthly newsletter *4x PER YEAR*
- › Quarterly ad space in weekly e-blasts *4x PER YEAR*

- › Quarterly presence on social media outlets
- › Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- › 50% discount on additional advertising for newsletter and magazine
- › 50% discount on purchase of advertorial space

#### Year-round visibility on CSBA website (csba.org):

- › Company listing in CSBA's online Business Directory
- › Use of the CSBA Business Affiliate logo
- › Additional website presence throughout the calendar year

#### Exclusive in-person presentation opportunities (Invitation only):

- › Opportunity to provide content for the Online Learning Center
- › Opportunity to sponsor Coast 2 Coast DC Trip events

#### Available to law firm affiliates only

- › Opportunity to provide content for webinars, publications, and guidance for the Legal Department
- › Provide Brown Act Training
- › Opportunity to write Amicus Briefs for CSBA's Education Legal Alliance

#### Additional business growth and development opportunities:

- › Opportunity to purchase GAMUT Meetings for a 20% discount
- › Eligible to present product/service content to the PACER Team (invite only)
- › Legal & Policy Update Webinar: Impacts on buying decisions
- › Budget Cycle Webinar

◀ BACK

CSBA BUSINESS AFFILIATE PROGRAM / 7



**GOLD AFFILIATES** have the opportunity to sponsor AEC related events and promotional awareness





## SILVER AFFILIATE

\$15,000 ANNUALLY

BECOME A CSBA AFFILIATE

### BENEFITS

#### Visibility at CSBA's Annual Education Conference and Trade Show (Invitation Only):

- › Access to AEC attendees list
- › **FREE** booth space up to \$2,200 (Premium Inline and Corner Premium)  
*\*\*3<sup>rd</sup> OPPORTUNITY\*\**
- › Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- › Opportunity to **SPONSOR** AEC related events and promotional awareness
- › Opportunity to **SPONSOR** a Golden Bell award category

#### Advertisements in CSBA publications:

- › Annual company listing in winter issue of *California Schools Magazine*
- › Ads in *California Schools Magazine*, *California School News* monthly newsletter *3x PER YEAR*
- › Quarterly ad space in weekly e-blasts *3x PER YEAR*
- › Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- › 25% discount on additional advertising for newsletter and magazine
- › 25% discount on advertorial space purchase

#### Available to law firm affiliates only

- › Opportunity to provide content for webinars, publications, and guidance for the Legal Department

#### Exclusive in-person presentation opportunities (Invitation only):

- › Opportunity to provide content for the Online Learning Center

#### Year-round visibility on CSBA website (csba.org):

- › Company listing in CSBA's online Business Directory
- › Use of the CSBA Business Affiliate logo
- › Additional website presence throughout the calendar year

#### Additional business growth and development opportunities:

- › Opportunity to purchase GAMUT Meetings for a 20% discount
- › Eligible to present product/service content to the PACER Team (invite only)

◀ BACK

CSBA BUSINESS AFFILIATE PROGRAM / 9



**SILVER AFFILIATES** offers the opportunity to provide content for the Online Learning Center



## BRONZE AFFILIATE

\$5,000 ANNUALLY

BECOME A CSBA AFFILIATE

### BENEFITS

#### Visibility at CSBA's Annual Education Conference and Trade Show (Invitation Only):

- › Access to AEC attendees list
- › \$1,000 credit to be used towards booth space
- › Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee
- › Opportunity to **SPONSOR** AEC related events and promotional awareness
- › Opportunity to **SPONSOR** a Golden Bell award category

#### Advertisements in CSBA publications:

- › Annual company listing in winter issue of *California Schools Magazine*
- › Quarterly ad space in weekly e-blasts *2x PER YEAR*
- › Logo placement in weekly e-blast, monthly newsletter, quarterly magazine, and social media
- › 10% discount on additional advertising for newsletter and magazine
- › 10% discount on advertorial space purchase

#### Year-round visibility on CSBA website (csba.org):

- › Company listing in CSBA's online Business Directory
- › Use of the CSBA Business Affiliate logo

#### Additional business growth and development opportunities:

- › Opportunity to purchase GAMUT Meetings for a 20% discount

◀ BACK

CSBA BUSINESS AFFILIATE PROGRAM / 11

COMPARISON

# BUSINESS AFFILIATE PROGRAM AT-A-GLANCE

		BRONZE AFFILIATE	SILVER AFFILIATE	GOLD AFFILIATE	PLATINUM AFFILIATE
<b>WEBSITE</b>	Company listing in CSBA's online Business Directory	•	•	•	•
	Use of the CSBA business affiliates logo	•	•	•	•
	Additional website presence throughout the calendar year		•	•	•
<b>PUBLICATIONS</b>	Annual company listing in winter issue of <i>California Schools Magazine</i>	•	•	•	•
	Ads in <i>California Schools Magazine</i> , <i>California School News</i> monthly newsletter		3x	4x	6x
	Ad space in weekly e-blasts	2x	3x	4x	6x
	Quarterly presence on social media outlets			•	•
	Logo placement in weekly e-blast, newsletters, magazine, social media	•	•	•	•
	Discount on additional advertising for <i>California School News</i> newsletter and <i>CA Schools Magazine</i>	10%	25%	50%	75%
	Discount on advertorial space reservations	10%	25%	50%	FREE
<b>CSBA'S ANNUAL EDUCATION CONFERENCE AND TRADE SHOW (AEC)</b>	Access to AEC attendees list	•	•	•	•
	\$1,000 credit to be used towards booth space	•			
	Free booth space up to \$2,200 (Premium Inline and Corner Premium) **3rd opportunity**		•		
	Free booth space up to \$2,200 (Premium Inline and Corner Premium) **2nd opportunity**			•	
	Free booth space up to \$2,200 (Premium Inline and Corner Premium) **1st opportunity**				•
	Opportunity to submit 1 workshop proposal for each AEC strand to be reviewed by program committee	•	•	•	•
	Opportunity to sponsor AEC-related events and promotional awareness	•	•	•	•
	Opportunity to sponsor a Golden Bell award category	•	•	•	•
<b>MEMBER FACING EXPOSURE (INVITATION ONLY)</b>	MIG or new member training introduction			•	•
	Opportunity to provide content for the Online Learning Center		•	•	•
	Opportunity to present at the Leadership Institute			•	•
	Priority to sponsor Coast 2 Coast DC Trip Events			•	•
	▶ Opportunity to co-author CSBA briefs and facts sheets			•	•
	▶ Opportunity to provide content for legal webinars, publications and guidance		•	•	•
	▶ Priority to conduct research for the Legal and Policy Departments		•	•	•
	▶ Provide Brown Act training			•	•
▶ Opportunity to write Amicus Briefs for the Office of the General Counsel			•	•	
	<small>▶ AVAILABLE TO LAW FIRM AFFILIATES ONLY</small>				
<b>BUSINESS GROWTH AND DEVELOPMENT OPPORTUNITIES</b>	Opportunity to purchase GAMUT Meetings	•	•	•	•
	Present product/service content to the PACER Team		•	•	•
	Legal & Policy Update Webinar: Impacts on buying decisions <i>INVITE ONLY</i>			•	•
	Budget Cycle Webinar <i>JANUARY INVITE ONLY</i>			•	•

← BACK

# BECOME A CSBA BUSINESS AFFILIATE TODAY!

As an affiliate, you are building a strong relationship with California's top k-12 decision makers.

## READY TO JOIN?

Complete our online application at [csba.org/BusinessAffiliates](https://csba.org/BusinessAffiliates) or email us at contact us at [businessaffiliates@csba.org](mailto:businessaffiliates@csba.org) for more information.

Business Affiliates: Business Affiliate program revenues are used by CSBA and the California School Boards Foundation, a 501(c)(3) entity, to provide training opportunities and services for school governance leaders who work on behalf of California's schoolchildren. Twenty percent (20%) of your membership will automatically be donated to the California School Boards Foundation (CSBF) (Federal Tax ID: 94-1673582). Contributions or gifts to CSBF are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code. You may choose to opt out of this voluntary contribution when you initiate participation in the program and your entire investment will be applied to association operations. Your investment level will not change.



CHECK REGISTER

ACCOUNT	YEAR	PER	JOURNAL	EFF DATE	POST DATE	AMOUNT	CHECK NO	WARRANT	VDR NAME/ITEM DESC
580009-820-0000-8200-7200-7110-0-60082- -82	2024		5	2590 11/27/2023	11/27/2023	809.20	666951	113023DC	CLOVIS UNIFIED SCHOOL DISTRICT-DIGICERT
580005-820-0000-8200-7200-7110-0-60082- -82	2024		6	859 12/06/2023	12/07/2023	1,423.50	667281	120723WB	FAGEN FRIEDMAN AND FULFROST LLP
430008-820-0000-8200-7200-7110-0-60082- -82	2024		6	1694 12/08/2023	12/14/2023	4,652.79	667697	121423WB	IRVINE UNIFIED SCHOOL DISTRICT
580002-820-0000-8200-7190-7110-0-60082- -82	2024		6	1717 12/13/2023	12/14/2023	2,500.00	667641	121423WB	EIDE BAILLY LLP



December 12, 2023

To the Governing Board  
Education Technology Joint Powers Authority  
Clovis, California

We have audited the financial statements of Education Technology Joint Powers Authority (the Authority) as of and for the year ended June 30, 2023, and have issued our report thereon dated December 12, 2023. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards***

As communicated in our letter dated August 1, 2023, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Authority solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated December 12, 2023.

**Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

## **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Authority is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2023. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Authority's financial statements relate to the summary of significant accounting policies in Note 1.

## **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Fresno, California

This report is intended solely for the information and use of the Governing Board and management of the Authority and is not intended to be, used by anyone other than these specified parties. appearing in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation,

In the normal course of our professional association with the Authority, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Authority's auditors.

**Other Significant Matters, Findings, or Issues**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Management's Consultations with Other Accountants**

We have requested certain written representations from management which are included in the management representation letter dated December 12, 2023.

**Representations Requested from Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

**Disagreements with Management**



Financial Statements  
June 30, 2023

# Education Technology Joint Powers Authority

Independent Auditor’s Report ..... 1

Management’s Discussion and Analysis ..... 4

Basic Financial Statements

    Statement of Net Position ..... 11

    Statement of Activities..... 12

    Statement of Cash Flow ..... 13

Fund Financial Statements

    Balance Sheet – Governmental Funds ..... 14

    Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position ..... 15

    Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds ..... 16

    Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities ..... 17

Notes to Financial Statements ..... 18

Required Supplementary Information

    Budgetary Comparison Schedule – General Fund ..... 26

    Note to Required Supplementary Information..... 27

Independent Auditor’s Reports

Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* ..... 28



## Independent Auditor's Report

To the Governing Board  
Education Technology Joint Powers Authority  
Clovis, California

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the financial statements of the governmental activities, the major fund of the Education Technology Joint Powers Authority as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Education Technology Joint Powers Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund of the Education Technology Joint Powers Authority, as of June 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America (GAAS).

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Education Technology Joint Powers Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Education Technology Joint Powers Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Education Technology Joint Powers Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Education Technology Joint Powers Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an



Fresno, California  
December 12, 2023



In accordance with *Government Auditing Standards*, we have also issued our report dated December 12, 2023 on our consideration of Education Technology Joint Powers Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Education Technology Joint Powers Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Education Technology Joint Powers Authority's internal control over financial reporting and compliance.

**Other Reporting Required by Government Auditing Standards**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Education Technology Joint Powers Authority's basic financial statements. The information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAA's. In our opinion, the supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Supplementary Information**

appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAA's, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Procurement Office: 5050 Barranca Parkway, Irvine, CA 92604  
Administrative Office: 1450 Herndon Avenue, Clovis, Ca 93611  
(949) 936-5022 <https://edtechjpa.org>

## **MANAGEMENT'S DISCUSSION AND ANALYSIS For the Fiscal Year Ended June 30, 2023**

This section of Educational Technology Joint Powers Authority's (Ed Tech JPA) annual financial report presents Ed Tech JPA's discussion and analysis of its financial performance during the fiscal year that ended on June 30, 2023 with comparative information for the fiscal year ended June 30, 2022.

### **FINANCIAL HIGHLIGHTS**

- Total Net Position is \$(65,616).
- Overall revenues are \$210,123.

### **OVERVIEW OF THE FINANCIAL STATEMENTS**

This annual report consists of three parts; management's discussion and analysis (this section), the basic financial statements, and required supplementary information. The basic financial statements include two kinds of statements that present different views of Ed Tech JPA:

- The first three statements are government-wide financial statements that provide both short-term and long-term information about Ed Tech JPA's overall financial status.
- The remaining statements are fund financial statements that focus on the General Fund of Ed Tech JPA, reporting Ed Tech JPA's operations in more detail than the government-wide statements. The governmental funds statements tell how basic services were financed in the short term as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the statements and provide more detailed data. The statements are followed by a section of required supplementary information that further explains and supports the financial statements with a comparison of Ed Tech JPA's budget for the year. Figure A-1 shows how the various parts of this annual report are arranged and related to one another.

**Figure A-1. Organization of Education Technology Joint Powers Authority's Annual Financial Report**

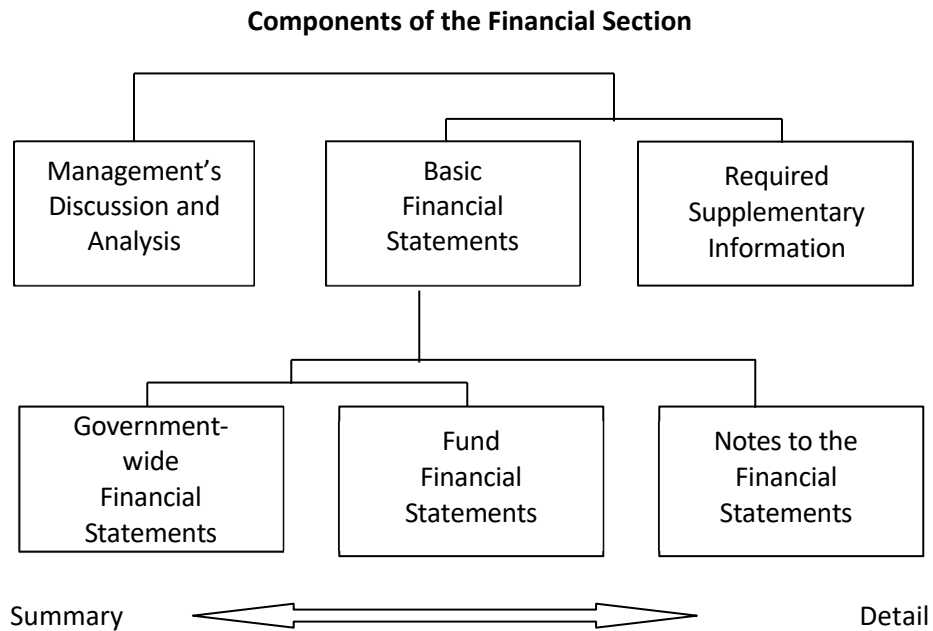


Figure A-2 summarizes the major features of Ed Tech JPA’s financial statements, including the portion of Ed Tech JPA’s activities they cover and the types of information they contain. The remainder of this overview section of management’s discussion and analysis highlights the structure and contents of each of the statements.

**Figure A-2. Major Features of the Government-wide and Fund Financial Statements**

Type of Statements	Government-wide	Governmental Funds
Scope	Ed Tech JPA	The activities of Ed Tech JPA that are not proprietary or fiduciary.
Required financial statements	Statement of Net Position Statement of Activities Statement of Cash Flows	<ul style="list-style-type: none"> <li>•Balance Sheet</li> <li>•Statement of Revenues, Expenditures and Changes in Fund Balances</li> <li>•Reconciliation to government-wide financial statements</li> </ul>
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
Type of asset/liability information	All assets and liabilities both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter

## **GOVERNMENT-WIDE STATEMENTS**

The government-wide statements report information about Ed Tech JPA as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of Ed Tech JPA's assets and liabilities. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

These three government-wide statements report Ed Tech JPA's net position and how it has changed. Net position (the difference between assets and liabilities) is one way to measure Ed Tech JPA's financial health or financial position. Over time, increases or decreases in Ed Tech JPA's net position are an indicator of whether its financial position is improving or deteriorating, respectively.

In the government-wide financial statements, Ed Tech JPA's activities are combined into Governmental Activities, in which Ed Tech JPA's services are included.

## **FUND FINANCIAL STATEMENTS**

The fund financial statements provide more detailed information about Ed Tech JPA's General Fund. Funds are accounting devices Ed Tech JPA uses to keep track of specific sources of funding and spending on particular programs. All of Ed Tech JPA's basic services are included in the General Fund which is a governmental fund, and generally focuses on (1) how cash and other financial assets, that can readily be converted to cash, flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed short-term view that helps determine whether there are more or fewer financial resources that can be spent in the near future to finance Ed Tech JPA's programs. Because this information does not encompass the additional long-term focus of the entity statements, we provide additional information at the bottom of the governmental fund statements that explain the relationship (or differences) between them.

**FINANCIAL ANALYSIS OF ED TECH JPA AS A WHOLE**

**Net Position:** Ed Tech JPA's net position was \$(65,616) on June 30, 2023, increasing by \$64,628 (49.6%) (see Table A-1).

Table A-1

	Governmental Activities	
	2023	2022
Assets		
Current and other assets	\$ 310,347	\$ 324,793
Liabilities		
Current liabilities	144,649	168,580
Long-term liabilities	231,314	286,457
Total liabilities	375,963	455,037
Net Position		
Unrestricted (deficit)	(65,616)	(130,244)
Total net position (deficit)	\$ (65,616)	\$ (130,244)

Ed Tech JPA's financial position is the product of start up funding from member agencies to fulfil its purpose in the future of consolidating education technology bids and purchases to provide a more economical result for member agencies.

**Changes in Net Position:** Ed Tech JPA's total revenues were \$210,123 (see Table A-2). Ed Tech JPA's revenue consisted of sales revenues and miscellaneous revenues such as interest and fair market value adjustments related to their balance in Cash in County Treasury.

Governmental activities contributed to Ed Tech JPA's fiscal status.

Table A-2

	Governmental Activities	
	2023	2022
Revenues		
General revenues		
Sales	\$ 212,193	\$ 251,042
Miscellaneous	(2,070)	(6,058)
Total revenues	210,123	244,984
Expenses		
Administration	145,495	147,900
Change in net position	\$ 64,628	\$ 97,084

**GOVERNMENTAL ACTIVITIES**

Revenues and other sources for Ed Tech JPA's governmental activities were \$210,123, while total expenditures were \$145,495. The increase in net position for governmental activities was \$64,628 in 2023.

**FINANCIAL ANALYSIS OF ED TECH JPA'S FUND**

The financial performance of Ed Tech JPA as a whole is reflected in its governmental fund. As Ed Tech JPA completed the year, its governmental fund reported a fund balance of \$165,698, an increase of \$9,485 from the previous year. The increase is primarily due to lower legal costs.

**GENERAL FUND BUDGETARY HIGHLIGHTS**

Periodically over the course of the year, Ed Tech JPA reviews its financial performance to ascertain whether an adjustment to the annual operating budget is required. In the 2022-2023 fiscal year, the initial operating budget was approved by the Ed Tech JPA Board.

**Long-Term Liabilities**

At the end of this year, Ed Tech JPA had \$231,314 in long-term liabilities outstanding related to the structured legal obligation, a decrease of \$55,143 from prior year.

**FACTORS BEARING ON ED TECH JPA'S FUTURE**

At the time these financial statements were prepared and audited, Ed Tech JPA was aware of no existing circumstances that could significantly affect its financial health in the future.

**CONTACTING ED TECH JPA'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, customers, investors and creditors with a general overview of Ed Tech JPA's finances and to demonstrate Ed Tech JPA's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Business Office, Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599.



Education Technology Joint Powers Authority  
Statement of Net Position  
June 30, 2023

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	Governmental Activities
Assets	
Deposits and investments	\$ 287,529
Receivables	20,968
Prepaid expense	1,850
Total assets	310,347
Liabilities	
Accounts payable	144,649
Long-term liabilities	
Long-term liabilities other than OPEB and pensions due within one year	115,657
Long-term liabilities other than OPEB and pensions due in more than one year	115,657
Total liabilities	375,963
Net Position	
Unrestricted (deficit)	(65,616)
Total net position (deficit)	\$ (65,616)

Education Technology Joint Powers Authority  
Statement of Activities  
Year Ended June 30, 2023

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Functions/Programs	Expenses	Net (Expenses) Revenues and Changes in Net Position Governmental Activities
Governmental Activities		
Administration		
All other administration	\$ 145,495	\$ (145,495)
General Revenues and Subventions		
Interest and investment earnings		(2,070)
Administrative member fees		212,193
Subtotal, general revenues and subventions		210,123
Change in Net Position		64,628
Net Position - Beginning Deficit		(130,244)
Net Position - Ending Deficit		\$ (65,616)

Education Technology Joint Powers Authority

Statement of Cash Flow

Year Ended June 30, 2023

Operating Activities	
Cash received from members and others	\$ 329,845
Cash payments for administration	<u>(226,419)</u>
Net cash provided by operating activities	<u>103,426</u>
Investing Activities	
Interest income	3,885
Fair Value Adjustment to Cash in County Treasury	<u>(5,954)</u>
Net cash provided by investing activities	<u>(2,069)</u>
Net increase in cash and cash equivalents	101,357
Cash and Cash Equivalents, Beginning of Year	<u>186,172</u>
Cash and Cash Equivalents, End of Year	<u>\$ 287,529</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating Income	\$ 11,554
Changes in assets and liabilities	
Decrease in payables	(23,931)
Increase in prepaid expenditures	(1,850)
Decrease in receivables	<u>117,653</u>
Net cash provided by operating activities	<u>\$ 103,426</u>

Education Technology Joint Powers Authority

Balance Sheet – Governmental Funds

June 30, 2023

	<u>General Fund</u>
Assets	
Deposits and investments	\$ 287,529
Receivables	20,968
Prepaid expenditures	<u>1,850</u>
Total assets	<u><u>\$ 310,347</u></u>
Liabilities and Fund Balances	
Liabilities	
Accounts payable	<u>\$ 144,649</u>
Fund Balances	
Nonspendable	1,850
Unassigned	<u>163,848</u>
Total fund balances	<u>165,698</u>
Total liabilities and fund balances	<u><u>\$ 310,347</u></u>

Education Technology Joint Powers Authority  
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position  
June 30, 2023

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Total Fund Balance - Governmental Funds	\$ 165,698
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because	
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.	
Long-term liabilities at year-end consist of	
Structured legal obligation	<u>(231,314)</u>
Total net position - governmental activities	<u><u>\$ (65,616)</u></u>

Education Technology Joint Powers Authority  
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds  
Year Ended June 30, 2023

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	<u>General Fund</u>
Revenues	
Local sources	<u>\$ 210,123</u>
Expenditures	
Administration	<u>200,638</u>
Net Change in Fund Balance	9,485
Fund Balance - Beginning	<u>156,213</u>
Fund Balance - Ending	<u><u>\$ 165,698</u></u>

Education Technology Joint Powers Authority  
 Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental  
 Funds to the Statement of Activities  
 Year Ended June 30, 2023

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Total Net Change in Fund Balances - Governmental Funds	\$ 9,485
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because	
Payment of principal on long-term liabilities is an expenditure in the governmental funds, but it reduces long-term liabilities in the Statement of Net Position and does not affect the Statement of Activities.	
Structured legal obligation	55,143
Change in net position of governmental activities	\$ 64,628

**Note 1 - Summary of Significant Accounting Policies**

The Education Technology Joint Powers Authority (Ed Tech JPA) accounts for its financial transactions in accordance with the policies and procedures of the Department of Education's *California School Accounting Manual*. The accounting policies of Ed Tech JPA conform to GAAS as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants.

**Financial Reporting Entity**

Ed Tech JPA was established on December 17, 2018, by a Joint Exercise of Powers Agreement, pursuant to the provision of Title I, Division 7, Chapter 5, Articles 1 through 4 of the California *Government Code*. Its purpose is to provide a centralized source for public agencies to purchase privacy compliant digital education products at competitive prices. Ed Tech JPA has over 160 member agencies.

Founding members for the year ended June 30, 2023, are as follows:

Capistrano Unified School District  
Clovis Unified School District  
Fullerton School District  
Irvine Unified School District  
El Dorado County Office of Education  
San Juan Unified School District  
San Ramon Valley Unified School District

The relationship between Ed Tech JPA and its members is such that none of the members is a component unit of Ed Tech JPA for financial reporting purposes. Ed Tech JPA is governed by a board consisting of a District representative appointed by the Superintendent, one alternate to serve in the board member's absence, and the Treasurer of Ed Tech JPA. The board controls the operations of Ed Tech JPA, independent of any influence by the member public educational agencies beyond their representation on the board.

**Basis of Presentation - Fund Accounting**

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

**Governmental Funds** Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following is Ed Tech JPA's major governmental fund:

**Major Governmental Fund**

**General Fund** The General Fund is the chief operating fund. It is used to account for the ordinary operations of Ed Tech JPA.



**Basis of Accounting - Measurement Focus**

**Government-Wide Financial Statements** The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting.

The government-wide statement of activities presents a comparison between expenses, both direct and indirect, of Ed Tech JPA and for each governmental function. Direct expenses are those that are specifically associated with a service, program, or department and are therefore, clearly identifiable to a particular function. Ed Tech JPA does not allocate indirect expenses to functions in the *Statement of Activities*. Program revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program is self-financing or draws from the general revenues of Ed Tech JPA.

Net position should be reported as restricted when constraints placed on net position are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. Ed Tech JPA does not have net position restricted for other activities.

**Fund Financial Statements** Fund financial statements report detailed information about Ed Tech JPA. The focus of governmental fund financial statements is on the major fund.

- **Governmental Funds** Governmental funds are accounted for using the flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements, therefore, include reconciliations with brief explanations to better identify the relationship between the government-wide financial statements, prepared using the economic resources measurement focus and the accrual basis of accounting, and the governmental fund financial statements, prepared using the flow of current financial resources measurement focus and the modified accrual basis of accounting.

**Revenues – Exchange and Non-Exchange Transactions** Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Ed Tech JPA considers revenues to be available if they are collected within one year after year-end. The following revenue sources are considered to be both measurable and available at fiscal year-end: interest and other local sources.

Non-exchange transactions, in which Ed Tech JPA receives value without directly giving equal value in return, include certain grants, entitlements, and donations. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

### **Expenses/Expenditures**

On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of government fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the liability is incurred.

### **Investments**

Investments held at June 30, 2023, with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

### **Prepaid Expenditures (Expenses)**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

### **Fund Balances - Governmental Funds**

As of June 30, 2023, fund balances of the governmental funds are classified as follows:

**Nonspendable** - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

**Restricted** - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments. Ed Tech JPA currently does not have any restricted funds.

**Committed** - amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for Ed Tech JPA. Commitments may be established, modified, or rescinded only through resolutions or other action as approved by the Governing Board. Ed Tech JPA currently does not have any committed funds.

**Assigned** - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under Ed Tech JPA's adopted policy, only the Governing Board or Chief Business Officer/Assistant Superintendent of Business Services may assign amounts for specific purposes. Ed Tech JPA currently does not have any assigned funds.

**Unassigned** - all other spendable amounts.

### **Net Position**

Net position represents the difference between assets and liabilities. Net position net of investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets. The JPA has no related debt outstanding as of June 30, 2023. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by Ed Tech JPA or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. Ed Tech JPA first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available. The government-wide financial statements do not have restricted net position.

### **Estimates**

The preparation of the financial statements in conformity with GAAS requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

### **Budgetary Data**

The budgetary process is prescribed by provisions of the California *Education Code* and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. Ed Tech JPA governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

### **Change in Accounting Principles**

#### **Implementation of GASB Statement No. 96**

As of July 1, 2022, the District adopted GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITAs)*. The implementation of this standard establishes that a SBITA results in a right-to-use subscription IT asset - an intangible asset - and a corresponding liability. The standard provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA. The Statement

requires recognition of certain SBITA assets and liabilities for SBITAs that previously were recognized as outflows of resources based on the payment provisions of the contract. There were no applicable SBITAs for the JPA.

## Note 2 - Deposits and Investments

### Summary of Deposits and Investments

Deposits and investments as of June 30, 2023, are classified in the accompanying financial statements as follows:

Governmental funds	\$ 287,529
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Deposits and investments as of June 30, 2023, consist of the following:

Investments	\$ 287,529
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### Policies and Practices

Ed Tech JPA is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

**Investment in County Treasury** - Ed Tech JPA is considered to be an involuntary participant in an external investment pool as Ed Tech JPA is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of Ed Tech JPA's investment in the pool is reported in the accounting financial statements at amounts based upon Ed Tech JPA's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

### General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

### Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. Ed Tech JPA has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. Ed Tech JPA manages its exposure to interest rate risk by investing in the County Pool which purchases a combination of shorter term and longer term investments and which also times cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. Ed Tech JPA maintains an investment of \$287,529 in the Fresno County Treasury Investment Pool that has an average weighted maturity of 862 days.

### Credit Risk - Investments

Credit risk is the risk that an issuer of an investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Ed Tech JPA's investment with the Fresno County Treasury Investment Pool is currently not rated, nor is it required to be rated.

**Note 3 - Receivables**

Receivables at June 30, 2023, consist of local sources. All receivables are considered collectible in full.

	General Fund
Local sources	\$ 20,968

**Note 4 - Prepaid Expenditures (Expenses)**

Prepaid expenditures (expenses) at June 30, 2023, consists of the following:

	General Fund
Conference dues	\$ 1,850

**Note 5 - Accounts Payable**

Accounts payable at June 30, 2023, consist of the following:

	General Fund
Vendor payables	\$ 144,649

**Note 6 - Long-Term Liabilities****Structured Legal Fee Obligation**

On about March 30, 2020, the JPA entered into a structured legal fee agreement through June 30, 2022. For legal services rendered after July 1, 2019, the attorney is to invoice the JPA on a monthly basis. The JPA is to pay the invoice not to exceed certain limits that, when exceeded, will be deferred. The initial deferral was invoiced by the attorneys on July 1, 2019, totaling \$313,927. Additional deferred fee's after July 1, 2020 totaled as of June 30, 2021, \$62,815, for a total deferral of \$376,742. Payments to date as of June 30, 2023 were \$145,428 leaving a deferred fee obligation of \$231,314 as of June 30, 2023. The forecasted payment on the deferral is \$115,657 annually but subject to additional deferrals or prepayments by the JPA based on the maximum payments criteria set forth in the agreement. The maximum payment shall exclude the first \$20,000 of member administrative fees received by the JPA as this shall be used for JPA operational expenses. Thereafter, the JPA's maximum obligation for payment of attorney fees, including the deferred fees, shall not exceed fifty percent (50%) of the additional member administrative fees received.

	Balance July 1, 2022	Deductions	Balance June 30, 2023	Due in One Year
Long-Term Liabilities				
Structured legal obligation	\$ 286,457	\$ (55,143)	\$ 231,314	\$ 115,657

**Note 7 - Fund Balances**

Fund balances are composed of the following elements:

	General Fund
Nonspendable Prepaid expenditures	\$ 1,850
Unassigned	163,848
Total	\$ 165,698

**Note 8 - Commitments and Contingencies**

**Litigation**

Ed Tech JPA is not currently a party to any legal proceedings.



Required Supplementary Information  
June 30, 2023

# Education Technology Joint Powers Authority



Education Technology Joint Powers Authority  
 Budgetary Comparison Schedule – General Fund  
 Year Ended June 30, 2023

	Budgeted Amounts		Actual	Variances - Positive (Negative)
	Original	Final		Final to Actual
Revenues				
Other local sources	\$ 186,507	\$ 302,250	\$ 210,123	\$ (92,127)
Expenditures				
Current				
Books and supplies	-	1,041	7,066	(6,025)
Services and operating expenditures	185,958	261,924	193,572	68,352
Total expenditures	185,958	262,965	200,638	62,327
Net Change in Fund Balances	549	39,285	9,485	(29,800)
Fund Balance - Beginning	156,213	156,213	156,213	-
Fund Balance - Ending	\$ 156,762	\$ 195,498	\$ 165,698	\$ (29,800)

**Note 1 - Purpose of Schedule**

**Budgetary Comparison Schedule**

Ed Tech JPA employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United State of America as prescribed by the Governmental Accounting Standards Board and provisions of the California Education Code. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

This schedule presents information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.



Independent Auditor's Reports  
June 30, 2023

# Education Technology Joint Powers Authority



**Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the Governing Board  
Education Technology Joint Powers Authority  
Clovis, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities and the major fund of Education Technology Joint Powers Authority, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise Education Technology Joint Powers Authority’s basic financial statements and have issued our report thereon dated December 12, 2023.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Education Technology Joint Powers Authority’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Education Technology Joint Powers Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of Education Technology Joint Powers Authority’s internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Education Technology Joint Powers Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Fresno, California  
December 12, 2023