



AGENDA

REGULAR MEETING GOVERNING BOARD

1:00 P.M. January 28, 2021

Ed Tech JPA will hold a Board meeting on January 28, 2021, at 1:00 PM via web conference at Meeting ID meet.google.com/hye-hkbh-rir Phone Number (US)+1 561-665-7630 PIN: 757 554 857#.

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	<i>John Morgan</i>
Secretary	Jeremy Davis
Treasurer	Michael Johnston

Board of Directors Founding Members

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	<i>John Morgan</i> /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	Ed Manansala/alternate David Seabury
San Juan Unified	Founding Member	Kent Stephens/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate Greg Pitzer

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 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

8.a. 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:

- Apple Valley Unified School District
- Del Norte County Office of Education
- Del Norte Unified School District
- Los Angeles County Office of Education
- Pasadena Community College District
- Tamalpais Union High School District

The Board must formally ratify the approval of their membership.

Recommendation: Ratify associate membership for the organizations listed.

Motion:

9. Unfinished and Old Business

9.a. Submission of the 2019-20 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 Board must file the audit by December 15 each year, however an extension was granted this year through March.

In accordance with Education Code Section 41020.3, contents of this report will be reviewed at the January 28, 2021 Ed Tech JPA Board meeting.

Recommendation: Receive and file the audit of the 2019-20 financial records of the Education Technology Joint Powers Authority.

Motion:

9.b. Review and Discuss Bylaws.

9.c. Review and Discuss Founding Member Agreement.

10. New Business (Action Items)

10.a. Approve Award of RFP No. 20/21-01 Identity Management Solution.

Background information:

RFP No. 20/21-01 Identity Management Solution was conducted pursuant to Board approval at the April 26, 2019 Board meeting. TechDemocracy LLC submitted a proposal prior to the submission due date and time that was blocked by the hosting agency's filter and was not included in the original review of proposals. The Tech Democracy proposal meets the minimum qualifications for sections 1,2, 3, & 4.

Recommendation: Approve Resolution No. 20-21-9 awarding RFP No. 20/21-01 Identity Management Solution to TechDemocracy LLC, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Motion:

10.b. Dissolve the Website & Back Office Provider Committee

Background information: At the February 7, 2019 Board Meeting John Morgan and Jeremy Davis were elected to a Website & Back Office Provider Committee. The website maintenance and back office duties have since been assumed by Irvine USD.

Recommendation: Dissolve the Website & Back Office Provider Committee

Motion:

10.c. Dissolve the Associate Member Application Committee

Background information: At the May 30, 2019 Board Meeting Michael Johnston and Jeremy Davis were elected to an Associate Member Application Committee. The associate member application duties have since been assumed by Irvine USD.

Recommendation: Dissolve the Associate Member Application Committee

Motion:

10.d. Vote Elect Director for Capistrano Unified School District

Background information: The primary board member designee for Capistrano Unified School District, John Morgan, has relocated resulting in a vacancy in the board. Capistrano Unified School District wishes to appoint Sean Rozzell as their new primary board member.

Recommendation: Elect Sean Rozell as primary designee for Capistrano Unified School District

Motion:

10.e. Vote to Elect Officers

Background information: The Vice President, John Morgan, has relocated resulting in a vacancy in the Vice-President role.

Recommendation: vote to elect officers for officer roles valid through June 2022.

Motion:

11. New Business (Non Action Items)



11.a. Discuss JPA domain names (edtechjpa.org, edtechjpa.com, edtechjpa.info, edtechjpa.net, educationaltechnologyjpa.com).

11.b. Review the current Administrative Fee (annual review). and potential for additional revenue sources for Ed Tech JPA in addition to the administrative fee.

11.c. Discuss future RFPs.

Closing Items

12. Personnel Items

13. Reports of the Executive Director and any special committees or advisory councils

14. Presentation of written communications

15. Scheduling of next regular meeting Thursday, February 25, 2021 at Meeting ID meet.google.com/fdt-hanh-qjg Phone Number (US)+1 440-276-1657 PIN: 602 006 596# .

16. Adjournment.

Telecommuting members of the public who wish to address the Board during the Board Meeting must complete the provided form at

https://docs.google.com/forms/d/1I12zovD0kE8DZmG3EIThmnVAML0MWhSz_73BqMZEUs/edit prior to the start of the Board Meeting.



List of Attachments

Board Meeting January 28, 2021

Item No.	Page No.	Description
1	6	December 17, 2020 Board Meeting Minutes
2	11	Annual Goals Progress Report
3		Annual Financial Audit
4	12	Redlined Bylaws and Sample Board Agenda
5	25	Redlined Founding Member Agreement
6	34	RFP 20/21-01 Identity Management Solution Scoring Sheet
7	35	Resolution 20-21-09 awarding RFP 20/21-01 Identity Management Solution
8	37	Potential RFP List

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

Minutes

REGULAR MEETING OF THE GOVERNING BOARD

December 17, 2020 1:00 P.M.

Google Meet

1. CALL TO ORDER AND ROLL CALL

Minutes:

Brianne Ford called the meeting to order at 1:06 PM.

Present In Person:

N/A

Present by Telephone:

Brianne Ford with Irvine USD

David Seabury with El Dorado County Office of Education

Michael Johnston with Clovis Unified School District

Jeremy Davis with Fullerton School District

John Morgan with Capistrano Unified School District

Greg Pitzer with San Ramon Valley Unified School District

2. APPROVAL OF MINUTES

Motion Passed: Approve the Minutes from the November 19, 2020 Regular Board Meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis

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 John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston

Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis

Peter Skibitzki joined the meeting.
Kent Stephens joined the meeting.

5. ACCEPTANCE OF BOARD MEMBER REPORTS

Minutes: Board members shared their district/counties situation related to purchases and matters related to COVID 19.

6. ACCEPTANCE OF TREASURER REPORT

Minutes: None.

7. ACCEPTANCE OF STANDING REPORTS

7.a. Membership

Minutes: Membership was discussed.

7.b. Communications

Minutes: Recent communications with members and vendors were discussed.

7.c. Procurement

Minutes: Current and future RFPs were discussed.

7.d. Goals and Objectives

Minutes: The Annual Goals Progress Report and budget projections were reviewed.

8. ACCEPTANCE OF CONSENT AGENDA

8.a. Ratify Approval of New Associate Members

Motion Passed: Ratify Approval of New Associate Members: Cajon Valley Union School District
Desert Sands Unified School District.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

9. UNFINISHED AND OLD BUSINESS

None.

10. NEW BUSINESS (ACTION ITEMS)

10.a. Submission of the 2018-19 Annual Financial Audit of the Education Technology Joint Powers Authority

Motion Passed: The due date for the audit of the 2019-20 financial records of the Education Technology Joint Powers Authority has been extended.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.b. Approve issuance of RFP

Motion Passed: Approve Resolution No. 20-21-3 authorizing issuance of the RFP with scoring criteria and administrative fee as presented.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.c. Approve Award of RFP No. 20/21-01 Identity Management Solution

Motion Passed: Approve Resolution No. 20-21-4 awarding RFP No. 20/21-01 Identity Management Solution to Advanced Toolware, LLC dba Tools4ever, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.d. Approve Award of RFP No. 20/21-01 Identity Management Solution

Motion Passed: Approve Resolution No. 20-21-5 awarding RFP No. 20/21-01 Identity Management Solution to Avatier, Inc., and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury

Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.e. Approve Award of RFP No. 20/21-01 Identity Management Solution

Motion Passed: Approve Resolution No. 20-21-6 awarding RFP No. 20/21-01 Identity Management Solution to ClassLink, Inc., and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.f. Approve Award of RFP No. 20/21-01 Identity Management Solution

Motion Passed: Approve Resolution No. 20-21-7 awarding RFP No. 20/21-01 Identity Management Solution to Identity Automation, LP, and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

10.g. Approve Award of RFP No. 20/21-01 Identity Management Solution

Motion Passed: Approve Resolution No. 20-21-8 awarding RFP No. 20/21-01 Identity Management Solution to SHI International Corp., and other qualifying vendors, as approved by the board, with the administrative fee as approved at the January 23, 2020 board meeting.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brianne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens

11. NEW BUSINESS (NON ACTION ITEMS)

11.a. Discuss Administrative Fee related to the Facilities and Resource Management RFP.

Minutes: Change administrative fee to include the designated percentage of all revenue derived from the applicable agreement.

11.b. Discuss appointment of new Board Member for Capistrano Unified School District and new Vice President.

Minutes: Capistrano Unified School District will appoint a new board member upon John Morgan's departure from the district.

12. PERSONNEL ITEMS

Minutes: None.

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

Minutes: None.

14. PRESENTATION OF WRITTEN COMMUNICATIONS

Minutes: None.

15. SCHEDULING OF NEXT MEETING

The next Regular Meeting shall be held on Thursday, January 28, 2021 at Meeting ID meet.google.com/hye-hkbh-rir Phone Number (US)+1 561-665-7630 PIN: 757 554 857# ,as approved on the Regular Board Meeting Schedule as board approved on April 30, 2020, but may be changed at the discretion of the board.

16. ADJOURNMENT

Motion Passed: Adjourn the meeting at 2:04 pm.

Passed with a motion by John Morgan and a second by David Seabury.

Aye Brienne Ford
Aye John Morgan
Aye Michael Johnston
Aye David Seabury
Aye Greg Pitzer
Aye Jeremy Davis
Aye Kent Stephens



EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY

ANNUAL GOALS PROGRESS REPORT

January 2021

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 25, 2020	January 20, 2021	Goal for June 2021
46 Members	71 Members	80 Members
696,000 Ca Students	1,009,161 Ca Students	1,000,000 Ca Students
12 Completed Procurements	13 Completed Procurements	17 Completed Procurements
29 Available Contracts	41 Available Contracts	Approx 48 Available Contracts
\$16,000.00 Admin Fee Revenue	\$120,121.56 2020-21 Admin Fee Revenue	\$130K Admin Fee Revenue
5 Founding Members	7 Founding Members	7 Founding Members

**EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY
BYLAWS**

I. NAME.

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

II. PURPOSE.

The JPA's primary purpose shall be to leverage the buying power of multiple entities to provide legally compliant and economically priced ~~digital~~-education ~~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 ~~digital-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~~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. BOARD-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~~is 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 ~~school districts~~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.

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- 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

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

- 1) Associate members shall be entitled to leverage JPA procurements and contracts, and participate in services and programs offered by the JPA's digital purchase program and other services and programs offered by the JPA.
- 2) Associate Members shall not be permitted to nominate any of their governing board members to serve on the JPA's Board of Directors.
- 3) Associate Members are not responsible for any proportionate share of expenses or entitled to asset distributions.
- 4) Associate Members are not entitled to any voting privileges on JPA matters.
- 5) Associate Members shall be required to pay Membership Dues, if any, assessed by the Board of Directors.
- 6) Associate members may be located outside of the State of California 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 ~~school-district~~public education agency, city or county, or other governmental unit, ~~or nonprofit organization or other organization to the extent allowed by law~~ may belong to the JPA as an Associate Member. The Associate Member candidate must fill out and submit a ~~M~~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 M~~member's governing board ~~or authorized agent~~ agrees to acceptance of these ~~JPA's by-~~JPA's By-laws. Once submitted and approved by the JPA, the applicant will become an Associate Member. Participation in programs and services provided by the JPA shall be discretionary.

2) **Founding Membership Application.** Founding Members may be added by a majority vote of the Governing Board, up ~~to~~ the limits set forth in Article IV, Section A, above. The prospective Founding Member candidate (including new and existing Associate Members) must ~~fill out and submit a complete the~~ founding membership ~~application to the JPA 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 ~~M~~membership Agreement, the ~~Founding M~~member's governing board ~~and/or authorized agent~~ agrees to acceptance of these ~~JPA's By-~~JPA's By-laws and to also pay fees as required by the JPA's Board of Directors. All Founding Members shall be subject to the provisions of paragraph A of this Article, above.

D. **Correspondent Members.** In states that do not have Joint Powers Authorities, school districts and other local education agencies may apply to join the JPA as ~~an Associate 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.~~

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E. **Withdrawal from Founding Membership.** A Founding Member may elect to withdraw its membership from the JPA by a majority vote of its ~~full~~ governing board ~~and/or written request by an authorized signatory of the Founding Member and upon compliance with its Membership Agreement with the JPA~~. The withdrawal shall be effective on ~~June 30~~ following the JPA's written receipt of the Founding Member's withdrawal ~~unless an earlier date is mutually agreed upon~~. Notwithstanding the withdrawal, the proportionate share of any expenses already

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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.

F. Removal of Founding Member. A Founding Member may be removed by a super majority (defined as "majority, plus one") vote of the Board of Directors. The Founding Member subject to removal shall abstain from the vote. The removal shall be effective immediately following the vote. The removed **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.

G. Dissolution of JPA. Founding Members may dissolve the JPA by a super majority vote of the Board of Directors. Upon the dissolution of the JPA or other final termination of the **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 **Administrative Unit(s), 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.

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

V. ORGANIZATION AND PROCEDURE OF THE BOARD

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

B. Terms. Each Founding Member shall be entitled to place one (1) member on the Board of Directors. Such appointment shall be made by the Founding Member's Superintendent, 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 bBoard or authorized agent may appoint a designee to serve in the temporary absence of the Board Member. The term of the Board Member shall be for four (4) years. In the event of a personell 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. The 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 ~~.5% of the net revenue, or \$100,000, whichever is less,~~ in a given fiscal year. The maximum threshold amount shall be adjusted for inflation according to the COLA every year. Founding Members serving as an Administrative Unit(s) 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 of the JPA shall meet following the election each year and organize by electing a President and a Vice President.~~ The Board of Directors shall appoint a Secretary, a Vice President, and a Treasurer. The Board member appointed by the agency serving as the Administrative Unit Host Agency overseeing financial activities as described in Article V, Section F, subd. 10, Administrative Units 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 ~~and an annual plan~~ which describes the objectives ~~and~~

~~procedures~~ to be implemented ~~in assisting with the resolution of to support~~ the needs of the JPA's membership.

2) **Facilities.** The Board of Directors shall ~~have the JPA~~ 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 ~~school districts~~~~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 ~~by-By~~ laws. The JPA's Board of Directors shall be governed, when not otherwise provided, by applicable laws of the state of California.

8) **Agency Relationships.** The Board of Directors may establish cooperative, working relationships and partnerships with post-secondary educational institutions, other public agencies, ~~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~~

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Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.

10) **Administrative Unit(s) 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. ~~An Administrative Unit(s) A Host Agency~~ must be a Founding Member. The duties of each ~~Administrative Unit(s) Host Agency~~ shall be ~~discharged-overseen~~ by ~~that District's Chief Technology Officer, Chief Business Official, or person with equivalent duties and background, who shall also serve as a member of the~~ the Board ~~Member of the Host Agency~~. The ~~Host Agency -Administrative Unit(s)~~ 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 ~~digital technology~~ contract registries; ~~administration of professional development programs for member agencies; and creation of technology centers for the benefit of member agencies;~~ 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. ~~Administrative Units Host Agencies~~ may be established for purposes not enumerated in this Section. In the event ~~at the Administrative Unit(s) Host Agency~~ cannot, to the satisfaction of the ~~a majority vote of the~~ Board, fulfill the duties prescribed by the Board, the duties of the ~~Administrative Unit(s) Host Agency~~ shall be transferred to another Founding Member. ~~Administrative Unit(s) 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 shall ~~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.~~ The Board of Directors shall also fix the salary and conditions of employment of such officers, which may include reasonable and necessary expenses, vacation and disability leave. The JPA's Executive Director(s) shall, under the direction of the Board of Directors, exercise the following powers and duties:

- a. ~~Act as secretary and executive officer of the Board.~~
- b. ~~Attend all regular and special meetings of the JPA Board when so required by the Board and advise the Board of all questions under consideration.~~
- c. ~~Serve as ex-officio member of all advisory committees or councils appointed by the Board.~~
- d. ~~Provide for the keeping of minutes of the regular Board meetings, recording all proceedings and official actions and keeping such records as may be necessary.~~

- e. ~~Act for the JPA's Board as the custodian of records, reports, documents, correspondence, educational equipment and supplies, and other property and maintain inventories and indices thereof.~~
- f. ~~Prepare and present the business to be acted upon at meetings of the Board. The Executive Director(s) is authorized to enter into all associate membership agreements and to extend annual renewals for Contracts pending Board consideration. The Executive Director(s) is authorized to solicit and award all competitively solicited awards (without limits) in categories called for by the Board.~~
- g. ~~Maintain supervisory custody of the funds of the Board.~~
- h. ~~The Executive Director(s) shall write drafts against the JPA funds only for expenditures properly approved by the Board of Directors. The Executive Director(s) shall be bonded by the Board and make financial records of the Board available at all times and submit them annually for audit. The Executive Director(s) shall prepare and submit an itemized budget for approval by the JPA Board. The Executive Director(s) shall endeavor to promote through meetings, conferences, and electronic communication with government agency officials, teachers, parents, and the public generally, and by hard copy and electronic distribution of pamphlets, bulletins, newsletters and other materials, an active interest in all desirable types of public service and to suggest needed changes and improvements identified by member government agencies.~~
- i. ~~Act for the JPA's Board as the legal representative for State and Federal Programs.~~

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

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

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

- a. ~~Administrative services;~~
- b. ~~Curriculum development;~~
- c. ~~Data processing;~~
- d. ~~Distance learning and other telecommunication services;~~
- e. ~~Evaluation and research;~~
- f. ~~Staff development;~~
- g. ~~Media and technology centers;~~
- h. ~~Publication and dissemination of materials;~~
- i. ~~Pupil personnel services;~~
- j. ~~Planning;~~

- ~~k. Secondary, post-secondary, community, adult, and adult vocational education;~~
- ~~l. Teaching and learning services, including services for students with special talents and special needs;~~
- ~~m. Employee personnel services; and~~
- ~~n. Purchase of equipment and services to accomplish the purposes set out above.~~

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

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

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

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

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

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

VI. MEETINGS AND MINUTES OF PROCEEDINGS

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

1. An electronic agenda shall be sent to each Founding Mmember 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 Bboard meetings shall be as follows:

- 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 Reports
- ~~f. Acceptance of Treasurer's R~~report ~~and approval of expenditures.~~
- g. Standing Reports
- ~~h~~f. Consent Agenda
- i. Items Removed from Consent Agenda
- j. Items of Business (Action)
- k. Items for Discussion
-
- ~~g. Unfinished and old business.~~
- ~~h. New business.~~
- ~~i. Personnel Items.~~
- ~~j. Reports of the Executive Director and any special committees or advisory councils.~~
- ~~k. Presentation of written communications.~~
- 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

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AGENDA
REGULAR MEETING GOVERNING BOARD
1:00 P.M., 2021

Ed Tech JPA will hold a Board meeting on , 2021, at 1:00 PM via web conference at Meeting ID#.

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	John Morgan
Secretary	Jeremy Davis
Treasurer	Michael Johnston

Board of Directors Founding Members

Irvine Unified	Founding Member	Brianne Ford/alternate Michelle Bennett
Capistrano Unified	Founding Member	John Morgan/alternate Stephanie Avera
Clovis Unified	Founding Member	Michael Johnston/alternate Susan Rutledge
Fullerton	Founding Member	Jeremy Davis/alternate Mike McAdam
El Dorado County of Education	Founding Member	Ed Manansala/alternate David Seabury
San Juan Unified	Founding Member	Kent Stephens/alternate Peter Skibitzki
San Ramon Valley Unified	Founding Member	Greg Medici/alternate Greg Pitzer

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 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

9. Items Removed from Consent Agenda

9.a.

10. Items of Business (Action)

10.a.

Background information:

Recommendation:

Motion:

11. Items for Discussion

11.a.

Closing Items

12. Scheduling of next regular meeting.

13. Adjournment.

Telecommuting members of the public who wish to address the Board during the Board Meeting must complete the provided form at https://docs.google.com/forms/d/1lI2zovD0kE8DZmG3EIThmnVAML0MWhSz_73BqMZEUs/edit prior to the start of the Board Meeting.

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

This Agreement is entered into by and between Capistrano Unified School District, a California public school district, located at 33122 Valle Rd, San Juan Capistrano, Orange County, California, Irvine Unified School District, a California public school district located at 5050 Barranca Parkway, Irvine, Orange County, California, Clovis Unified School District, a California public school district, located at 1450 Herndon Ave, Clovis, Fresno County, California, Fullerton School District, a California public school district located at 1401 W. Valencia Dr. Fullerton, Orange County, California, El Dorado County Office of Education located at 6767 Green Valley Road, Placerville, CA 95667, San Juan Unified School District located at 3738 Walnut Avenue, Carmichael, CA 95608, and San Ramon Valley Unified School District.

RECITALS

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

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

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

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

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

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

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

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

SECTION I: DEFINITIONS

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

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

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

"Board of Directors" or "Board" shall mean the governing body of the JPA.

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

"Director" shall mean a member of the Board of Directors of the JPA.

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

"Government Code" shall mean the California Government Code, as amended.

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

"Host Agency" Shall mean the Member or Members who oversee the administration of the JPA and its record keeping.

"Member Agency" shall mean all Founding Members and Associate Members of the JPA.

SECTION 2: AUTHORITY

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

SECTION 3: CREATION OF JPA

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

SECTION 4: PURPOSE

The purposes of the JPA include:

- a. Assist in the procurement of technology products and services on behalf of other public agencies, including preparing the Request for Proposals, drafting the relevant agreements and negotiating the price and terms.
- b. Ensuring that all procurement agreements comply with student privacy laws and state procurement rules.
- c. Provide member services, including processing new members, maintaining

procurement and contract documentation, and determining the product and procurement needs of Member Agencies and assisting Member Agencies in accessing JPA services..

d. Offer training events and other professional development and support to the educators and technology employees or member agencies for the products and services sold by the JPA as priorities are determined by the Board.

SECTION 5: POWERS

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

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

SECTION 6: FOUNDING MEMBERS

a. Founding Members. Each local agency signatory to this Agreement shall be considered a Founding Member. The duties and privileges of Founding Members shall be as set forth in the JPA Bylaws and shall include full voting rights. The maximum number of Founding Members shall be as stated in the Bylaws of the JPA.

b. Joinder. The Founding Members to this Agreement further recognize that one or more additional Public Agencies may desire to become a party to, and be bound by, the terms set forth in this and that the existing parties to this Agreement may desire to allow one or more additional Public Agencies to become a party to the Joint Powers Authority Agreement. By executing the Founding Member Joinder Agreement, attached hereto as Attachment B and incorporated herein by this reference, a Public Agency and the parties to this Agreement agree that such Public Agency shall be deemed a party to this Joint Powers Authority Agreement, and shall be bound by all of the terms and conditions of this Agreement in all respects.

SECTION 7: CORRESPONDENT MEMBERS

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

SECTION 8: ASSOCIATE MEMBERS

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

SECTION 9: BOARD OF DIRECTORS

a. Governing Body. The JPA shall be governed by the Board of Directors, which shall be composed of one Director representing each Founding Member. Each Founding Member shall appoint its representative to the Board of Directors. Such Director shall serve at the pleasure of the Founding Member. Each Founding Member shall have the right to designate an alternate on those occasions that the regularly serving Director cannot attend a meeting, or otherwise attend to the affairs of the JPA.

i. Termination of Status as Director. A Director and/or alternate Director shall be removed from the Board of Directors upon the occurrence of any one of the following events: (1) the JPA receives written notice from the appointing Founding Member of the removal of the Director or alternate Director; (2) the withdrawal of the Founding Member from this Agreement; and/or (3) the death or resignation of the Director or alternate Director.

b. Officers. The officers of the JPA shall be a President, Vice President, Secretary, and Treasurer, whose duties shall be as set forth in this Agreement, the Bylaws or as prescribed by applicable provisions of law.

i. President and Vice President. The Board shall elect a President and Vice President from among the Directors at its first meeting. Thereafter, except as may be otherwise provided in the Bylaws of the JPA, the Board shall elect a President and Vice President for the next term, in each succeeding alternating fiscal year. Each officer shall assume the duties of his or her office upon election. If either the President or Vice President ceases to be a member of the Board or is unable to fulfill his or her duties or resigns, the resulting vacancy shall be filled at the next meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the President to act, the Vice President shall act as President. The President shall preside at and conduct all meetings of the Board.

ii. Secretary. The Board shall appoint a Secretary, who may, but need not, be a member of the Board of Directors. The Secretary shall serve at the pleasure of the Board.

iii. Treasurer. The Treasurer may be someone from a Member Agency, the county where the JPA operates, or a certified public accountant who performs the job. Unless the Board of Directors determines otherwise, the Treasurer shall be appointed by the Host Agency responsible for financial activities of the JPA and shall serve at the Host Agency's pleasure.

iv. Other Officers. The Board may appoint such other officers as it considers necessary, as provided in the Bylaws of the JPA.

c. Host Agency. The Founding Members shall appoint no less than one and no more than

four of the Founding Members as the Host Agency. In the event two or more host agencies are selected, the Board will demarcate their relative duties and. The Host Agency or Agencies shall serve as the administrative centers for the JPA, managing its affairs at the direction of the Board. JPA employees will be housed at the Host Agency, unless otherwise agreed to by the Board of Directors. The designation of the Host Agency or Agencies shall be for five years and may be regularly renewed in four year terms thereafter. The Host Agency or Agencies shall be entitled to a fee at a level consistent with that of the industry and which shall be determined by the Board of Directors.

- d. Committees- The Board may establish committees as it deems appropriate to conduct the business of the JPA. Members of committees shall be appointed by the Board. Each committee shall have those duties as determined by the Board or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson, and shall report to the Board as directed by the Board.
- e. Meetings. The Bylaws of the JPA shall make provision for calling and holding meetings or the Board of Directors which shall include, in any event, at least three regular meetings annually.
- f. Ralph M. Brown Act. Meetings of the Board of Directors shall be conducted in accordance with this Section. the Bylaws and applicable provisions of law governing the meetings of legislative bodies and governing boards of local public entities of the State of California including the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).
- g. Quorum. The presence in person (or by telephone or virtual meeting in the case of a noticed telephonic or virtual meeting) of a majority of the then duly appointed Directors (including one alternate in the case of absence of the Director) of the Board of Directors shall constitute a quorum for the conduct of business of the Board except as otherwise provided by this Agreement, the Bylaws, or other applicable provisions of law.
- h. Bylaws. The JPA shall develop, adopt, amend and promulgate Bylaws and other executive directives to govern the operations of the JPA. Such materials will be made available to each Member Agency.
- i. Organizational Structure and Other Responsibilities.
 - i. The Board of Directors may appoint an Executive Director who shall be responsible for the general administration of the business and activities of the JPA as directed by the Board of Directors.
 - ii. The Board of Directors shall appoint an attorney at law who shall serve as general Legal Counsel to the JPA, whose duties and responsibilities are outlined in more detail below.
 - iii. Subject to the direction of the Board of Directors the Host Agency or Agencies shall provide for the appointment of such other staff of the JPA as may be necessary for the administration of the JPA.
 - iv. As determined by the Host Agency or Agencies, staff functions may be performed by employees of the JPA, by officers, Directors, and employees of Member Agencies and by agents advisors and consultants retained under contract by the JPA.
 - v. The Executive Director and other staff of the JPA shall have such powers, duties and obligations as are established by this Agreement, the Bylaws, the policies, procedures and rules promulgated by the JPA and any contractual arrangements which may exist between the JPA and the respective person.
 - vi. Subject to any applicable contractual arrangements which may take precedence, the Executive Director and Legal Counsel as employed by the JPA

shall serve at the will and pleasure of the Board of Directors and all other staff shall serve at the pleasure of the Host Agency or Agencies.
vii. Principal Office. The principal office of the JPA shall be housed at the site (s) of the Host Agency or Agencies as determined by the Board of Directors.

SECTION 10: AGENCY LIABILITY

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

SECTION 11: TREASURER RESPONSIBILITIES

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

- a. The Treasurer shall:
 - i. Receive and acknowledge receipt for all funds of the JPA and place them in the treasury of the Treasurer to the credit of the JPA.
 - ii. Be responsible upon his or her official bond for the safekeeping and disbursement of all JPA funds so held by him or her.
 - iii. Pay any awns due from the JPA, as approved for payment by the Host Agency responsible for financial activities of the JPA or by anybody or person to whom the Governing Board has delegated approval authority, making such payments from JPA funds upon warrants drawn by the Treasurer-Auditor.
 - iv. Treasurer shall ensure appropriate financial controls are in place to pay only appropriate warrants.

SECTION 12: GENERAL COUNSEL AND LEGAL BUDGET

- a. Legal Counsel. General counsel for the JPA shall be Fagen Friedman & Fulfroost ("General Counsel").
- b. Legal Services. General Counsel shall report to the Board of Directors. Counsel shall provide legal services and other requested additional services to the JPA, including the following:
 - i. JPA formation and regulatory compliance.
 - ii. Preparation and review of all product and service RFPs and contracts.
 - iii. Compliance of technology products and service agreements with all federal and state privacy laws.
 - iv. Compliance of technology procurements and resulting agreements with federal and state procurement laws.
 - v. Obtaining and maintaining trademarks and copyrights.
 - vi. Representation in all commercial disputes arising from the operation of the JPA.
 - vii. Employee and personnel law
 - viii. Governance issues, including the Brown Act
 - ix. Additional services as request and authorized by the Board.
- c. Development of Legal Budget. Legal services shall have a yearly budget in an amount conforming with the Agreement with Fagen, Friedman & Fulfroost LLP, and as part of the preparation of the Annual Budget, as set forth in Section 13(a), below. Each year, commencing June 30, 2019, General Counsel shall prepare a Report summarizing the legal

activities of General Counsel for the previous year. The Report will also contain a budget and plan of activities for the following year. The Board shall review and approve the Report.

SECTION 13: ACCOUNTS AND RECORDS

a. Annual Budget. The JPA shall adopt an annual budget. The Host Agency responsible for financial activities of the JPA shall cause to be prepared, shall review and approve and shall recommend a proposed annual budget to the Board of Directors for its consideration. In the event a proposed budget is not approved, the JPA shall continue to operate using the budget figures from the previous fiscal year.

b. Funds and Accounts. As directed by the Host Agency or Agencies, the Treasurer of the JPA shall establish and maintain such funds and accounts as may be required by law and good accounting practices. Books and records of the JPA in the hands of the Treasurer shall be open to inspection at all reasonable times by authorized representatives of Member Agencies. The JPA shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

c. Annual Audit Pursuant to Government Code Section 6505, the JPA shall contract with an independent certified public accountant to make an annual fiscal year audit of all accounts and financial statements of the JPA, conforming in all respects with the requirements of that Section.

SECTION 14: TERM OF AGREEMENT

This Agreement shall continue indefinitely, and it shall not be terminated so long as two or more Founding Member Agencies agree that the Agreement, and the JPA be continued. Member Agencies shall have the power to terminate their membership in the JPA as set forth in this Agreement and in the Bylaws of the JPA.

SECTION 15: DISSOLUTION/WITHDRAWAL

a. Dissolution- This Agreement has no fixed timeframe and the Founding Members may dissolve the JPA when it no longer serves their interests. Upon the dissolution of the JPA or other final termination of the Agreement, any properties of the JPA shall be liquidated and the funds received, together with other funds on hand shall be used first to discharge all obligations of the JPA. These obligations shall include all claims for which the JPA may have financial responsibility including claims which have been incurred but not reported, and shall be determined by independent accountants and actuaries selected by the Governing Board, or the Host Agency or Agencies, if the Governing Board delegates such duties. Any surplus funds remaining after payment of or providing for the JPA's obligations shall be returned to present and former Founding Member Agencies in proportion to contributions made and claims or losses paid.

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

SECTION 16: ADDITION OF OTHER AGENCIES

Other agencies who request membership in the JPA as Founding Members may be added by a majority vote of the Board of Directors and upon Amendment to the Agreement

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

SECTION 17: GENERAL PROVISIONS

- a. Amendment This Agreement may be amended at any time by a 3/4 majority vote of the Board of Directors.
- b. Severability. Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.
- c. Approval and Effective Date of Agreement. This Agreement shall be effective upon the approval of the Agreement the governing board of at least two listed members.
- d. Filing with Secretary of State. The President of the JPA shall file a notice of this Agreement with the office of the California Secretary of State within thirty (30) days of its effective date, as required by Government Code Section 6503.5 and within seventy (70) days of its effective date as required by Government Code Section 53051.
- e. Complete Agreement. The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in this instrument.
- f. Contract with Each Signatory. Each party to this Agreement shall be deemed and is a contracting party with each and all of the other parties to this Agreement without regard to the time that a party became a party to the Agreement. The deletion of one or more parties from this Agreement shall not affect the validity, term or continuing effectiveness of this Agreement.

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

Capistrano Unified School District

By: _____ Date: _____
 Name: _____ Title: _____

Clovis Unified School District

By: _____ Date: _____

Name: _____

Title: _____

Irvine Unified School District

By: _____

Date: _____

Name: _____

Title: _____

El Dorado County Office of Education

By: _____

Date: _____

Name: _____

Title: _____

Fullerton School District

By: _____

Date: _____

Name: _____

Title: _____

San Juan Unified School District

By: _____

Date: _____

Name: _____

Title: _____

San Ramon Valley Unified School District

By: _____

Date: _____

Name: _____

Title: _____

Fagen, Freidman & Fulfroost, LLP, General Counsel for Ed Tech JPA

By: _____

Date: _____

Name: _____

Title: _____

2.

Ed Tech JPA RFP No. 20/21-01 Identity Management Solution

Vendor Name	Advanced Toolw	Avatier, Inc.	ClassLink, Inc.	Focal Point Data Risk, LLC (Forge Rock)	Identity Automation LP	SHI International Corp. (Okta)	TechDemomcracy LLC
All Forms Complete	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Vendor Experience and Ability to Perform	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Technology	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Functionality and Usability: Part 1 General	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Functionality and Usability: Part 2 Account Lifecycle Management	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Functionality and Usability: Part 3 Password Management and User Self-Service	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Functionality and Usability: Part 4 Role-Based Access Control (Groups)	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Functionality and Usability: Part 5 Single Sign-On	Pass	Pass	Pass	Fail	Pass	Pass	Pass
4 Price	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Final Evaluation	Pass	Pass	Pass	Fail	Pass	Pass	Pass
Comments/Notes							

**Education Technology Joint Powers Authority
RESOLUTION No. 20-21-9**

**AWARD OF MASTER AGREEMENT FOR
IDENTITY MANAGEMENT SOLUTION**

WHEREAS, the Governing Board of Education Technology Joint Powers Authority (“Ed Tech JPA”) wishes enter into one or more Master Agreements for identity management solutions and related services in order to accommodate Founding Member and Associate Members’ identity management needs; and

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

WHEREAS, the Ed Tech JPA prepared a Request for Proposals (“RFP”) for Identity Management Solutions and received six (6) responses to its RFP; and

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

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

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

WHEREAS, the proposed form of the Master Agreement was included 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 an identity management solution and related services qualifies as procurement under Public Contract Code section 20118.2.
3. The Board finds that, considering all factors evaluated by the Ed Tech JPA during the RFP process, including functionality and usability, vendor support and ability to perform, price, and technology requirements; Tools4ever meets the minimum criteria , satisfies the Ed Tech JPA’s RFP, and would provide the Ed Tech JPA's Founding and Associate Members with advantageous services that fit within the scope of services sought under the RFP.
4. The Board awards a Master Agreement for an identity management solution to TechDemocracy.
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 28th day of January, 2021.

EDUCATION TECHNOLOGY JOINT POWERS AUTHORITY BOARD OF EDUCATION

By:

[Redacted signature box]

Brianne Ford, Board President

Attest:

[Redacted signature box]

Jeremy Davis, Secretary

Upcoming RFPs

RFP	Projected Release Date on Website	Projected Award Date on Website	Board Approval	Hosting Member	Hosting Member Deadline
Facilities and Resource Management Platform	Winter 2021	Spring 2021	3/28/19	Clovis	
Social and Emotional Learning Assessment System	Summer 2021	Fall 2021	N/A	Irvine	10/1/21
Library Management	2021-22	2021-22	10/30/19	Irvine	
Absence Tracking and Substitute Placement Platform	2021-22	2021-22	5/30/19	Irvine	6/30/21
Visitor Management System	2021-22	2021-22	N/A	Vista Unified	
Plagiarism Check Solution	2022-23		N/A	Irvine	1/27/22?
RFP PROJECTED RENEWALS					
Nutrition	Winter 2022				
Notification	Winter 2022				
LMS	Spring 2023				
Electronic Document Routing	Spring 2023				
Classroom Management	Summer 2023				
MDM	Summer 2023				
Assessment	Fall 2023				
Educational Intelligence	Fall 2023				
Help Desk	Winter 2023				
SIS	UNCLEAR IF WE WANT TO RUN ANOTHER				
College and Career	Spring 2024				
Media Repository	Spring 2024				
Identity Management	Fall 2024				
Web Design & Hosting	Winter 2024				