

**FIRST AMENDMENT
TO
MASTER BUSINESS RELATIONSHIP AGREEMENT
FOR
ANNUAL OPERATING FUNDS AND APPORTIONMENTS**

This First Amendment to Master Business Relationship Agreement for Annual Operating Funds and Apportionments (“First Amendment”) is entered into by and between the Metropolitan Education District (“Education District”), a public agency created under the authority of Government Code Sections 6500, et seq. to administer and execute the Joint Powers Agreement (“JPA”) for all purposes that the Participating Districts deem proper, and Campbell Union High School District, East Side Union High School District, Los Gatos-Saratoga Joint Union High School District, Milpitas Unified School District, San Jose Unified School District, and Santa Clara Unified School District, and their successor(s) (“Participating Districts”), each a California public school district.

Section 13.1 of the Master Business Relationship Agreement allows the parties to amend the agreement by a written instrument executed unanimously by the Executive Council and subsequently ratified by the Governing Boards of each Participating District and the Governing Board of the Education District.

On February 4, 2025, the voting members of the Metropolitan Education District (MetroED) Joint Powers Authority Executive Council (JPA EC) voted to amend the Master Business Agreement (2019) Exhibit A to eliminate the \$3,082,208 Adult ROP pass-through from Milpitas Unified School District to MetroED, effective January 1, 2025.

AMENDMENT

1. Amended Exhibit A Incorporation. Original Exhibit A is deleted in form and substance, and replaced with Amended Exhibit A, which is incorporated herein by this reference. This amendment is effective as of January 1, 2025.

Master Business Relationship Agreement

AMENDED Exhibit A

Article 3 Calculation

June 3, 2019
 Master Agreement
 Article 3 Calculation
 Fiscal Year 2019/20

2019/20 ENROLLMENT & REVENUE PROJECTION							
	2018/19 Budget	2018/19 District ADA*	2018/19 District Unrestricted Revenues**		2018/19 CalPADS + Jan 15 Adj	2019/20 District Revenue Contribution at \$6,260	Increase (Decrease) Over 2018/19
Campbell	1,559,257	7,927	98,299,293		301	1,884,255	324,998
East Side	3,440,071	22,324	251,269,632		596	3,730,949	290,878
Los Gatos-Saratoga	109,209	3,359	51,126,140		17	106,420	(2,789)
Milpitas	442,902	10,111	101,169,977		58	363,079	(79,823)
San Jose	1,789,808	28,565	314,674,185		325	2,034,494	244,686
Santa Clara	630,984	14,672	237,814,335		75	469,499	(161,485)
Total	7,972,231	86,959	1,054,353,562		1,372	8,588,696	616,465
			Average per Student	12,125			
			50%	6,062			
			2019/20 COLA	3.26%			
Milpitas Adult ROP	3,082,208		Amount per Student	6,260		3,082,208	0
Total Funding	11,054,439					11,670,904	616,465

*2018/19 2nd Interim SACS Form A, Column D, Line 6

**2018/19 2nd Interim SACS Form 01, Column D, Line 5

On February 4, 2025, the voting members of the Metropolitan Education District (MetroED) Joint Powers Authority Executive Council (JPA EC) voted to amend the Master Business Agreement (2019) Exhibit A to eliminate the \$3,082,208 Adult ROP pass-through from Milpitas Unified School District to MetroED, effective January 1, 2025.

First Amendment to 2019 Master Business Agreement and Exhibit A Amendment between Education District and Participating Districts

<p>For Campbell Union High School District</p> <p>DocuSigned by: <i>Robert Bravo</i> D5E2E20DCD14E3</p> <p>Signature Robert Bravo</p> <p>Name Superintendent</p> <p>Position 5/30/2025</p> <p>Date</p>	<p>For East Side Union High School District</p> <p>DocuSigned by: <i>Glenn Vander Zee</i> 24938868FB74CE</p> <p>Signature Glenn Vander Zee</p> <p>Name Superintendent</p> <p>Position 6/2/2025</p> <p>Date</p>
<p>For Los Gatos-Saratoga Joint Union High School District</p> <p>DocuSigned by: <i>Heath Rocha</i> 91998265658E41E...</p> <p>Signature Heath Rocha</p> <p>Name Acting Superintendent</p> <p>Position 5/30/2025</p> <p>Date</p>	<p>For Milpitas Unified School District</p> <p>DocuSigned by: <i>Cheryl Jordan</i> F8CA2245F0C1447</p> <p>Signature Cheryl Jordan</p> <p>Name Superintendent</p> <p>Position 5/30/2025</p> <p>Date</p>
<p>For San José Unified School District</p> <p>Signed by: <i>Nancy Albarran</i> 2984377BBFC4A7</p> <p>Signature Nancy Albarran</p> <p>Name Superintendent</p> <p>Position 6/2/2025</p> <p>Date</p>	<p>For Santa Clara Unified School District</p> <p>Signed by: <i>Mark Schiel</i> B9F2CF811437426</p> <p>Signature Mark Schiel</p> <p>Name Deputy Superintendent/CBO</p> <p>Position 6/2/2025</p> <p>Date</p>
<p>For MetroED, The Education District</p> <p>DocuSigned by: <i>Erin O'Neill</i> 80918877C8F64C8</p> <p>Signature Erin O'Neill</p> <p>Name Superintendent</p> <p>Position 6/1/2025</p> <p>Date</p>	

Master Business Relationship Agreement
for
Annual Operating Funds and Apportionments
Between
Education District
and Participating Districts

This Master Business Relationship Agreement for Annual Operating Funds and Apportionments (“Agreement”) is made this 3rd day of June, 2019, by and between the Metropolitan Education District (“Education District”), a public agency created under the authority of Government Code Sections 6500, et seq. to administer and execute the Joint Powers Agreement (“JPA”) for all purposes that the Participating Districts deem proper, and Campbell Union High School District, East Side Union High School District, Los Gatos-Saratoga Joint Union High School District, Milpitas Unified School District, San José Unified School District, and Santa Clara Unified School District, and their successor(s) (“Participating Districts”), each a California public school district. The Education District and the Participating Districts may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Education District constitutes a public entity separate and apart from the Participating Districts in order to conduct programs to accomplish the purposes of the JPA; and

WHEREAS, the JPA states, amongst other declarations, terms, and provisions, the purposes, powers to be exercised, term, liability and indemnity, financial matters, facilities, governing board, executive council, instructional council, funds, and budget; and

WHEREAS, the JPA allows for a Master Business Relationship Agreement for Annual Operating Funds and Apportionments between the Education District and the Participating Districts; and

WHEREAS, the Education District and the Participating Districts enter into this Agreement for annual operating funds and apportionments; and

WHEREAS, this Agreement for annual operating funds and apportionments supersedes all prior business agreements for operating funds and apportionments between the Parties.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Purpose

- 1.1 The purpose of this Agreement is to establish the amount of annual operating funds received by the Education District from each of the Participating Districts.

2. Term

2.1 The commencement date of this Agreement shall be July 1, 2019.

2.2 The term of this Agreement shall be on a fiscal year basis to be automatically renewed from year to year subject to an amended agreement and/or the provisions of the JPA.

3. Amount per Student

3.1 On or before April 1 of each year of this Agreement, the Parties agree to use the second interim report of each Participating District to perform the following calculation to determine the amount per student for the subsequent fiscal year:

3.1.1 calculate the grand total of all Participating Districts of projected year totals of general fund unrestricted revenue, resources 0000-1999 – this amount shall be referred to as total unrestricted revenue and shall be represented by [A]; and

3.1.2 calculate the grand total, all Participating Districts, of estimated funded average daily attendance projected year totals of total district average daily attendance – this amount shall be referred to as total ADA and shall be represented by [B]; and

3.1.3 divide [A] by [B] – this shall be referred to as the weighted average revenue per student and shall be represented by [C]; and

3.1.4 divide [C] by two – this shall be referred to as the 50% share of revenue per student and shall be represented by [D]; and

3.1.5 set the Statutory Cost of Living Adjustment (“COLA”) for the subsequent school year per the School Services of California (“SSC”) Financial Projection Dartboard Planning Factor as based on the Governor’s May Revision – this shall be referred to as the COLA and shall be represented by [E]; and

3.1.6 multiply [D] by one plus [E] – this shall be referred to as the amount per student and shall be represented as [F]; and

3.1.7 As described above, the amount per student for the subsequent fiscal year shall be:

total unrestricted revenue ÷ total ADA = weighted average revenue per student

weighted average revenue per student ÷ 2 = 50% share of revenue per student

50% share of revenue per student x (1 + COLA) = amount per student

or $A \div B = C$ then $C \div 2 = D$ then $D \times (1 + E) = F$

4. Seat Allocation

4.1 On or before January 15th of each year of this Agreement, the total number of seats available to each of the Participating Districts for the subsequent school year shall be determined as follows:

4.1.1 by a written notification from the superintendent or designee of the Participating District to the superintendent of the Education District; or

4.1.2 absent a written notification from the Participating District, the number of seats per Participating District as of the CALPADS Census Day in October.

5. Annual Operating Funds

5.1 The amount of annual operating funds to be transferred to the Education District from each of the Participating Districts shall be the amount per student as calculated in section 3 multiplied by the seat allocation as determined in section 4 (see Exhibit A).

6. Annual Adjustment to Operating Funds

6.1 As of the CALPADS Census Day in October, if the Participating Districts have collectively exceeded the total of their seat allocation as determined in section 4, each Participating District exceeding their individual seat allocation shall pay their proportional share of the excess (see Exhibit B).

7. Apportionments

7.1 The Participating Districts authorize the Santa Clara County Superintendent of Schools to transfer to the Education District the annual operating funds from each of the Participating Districts.

7.2 The transfer of funds to the Education District shall be in twelve equal installments on or about the 20th of each calendar month.

8. Students with 504 Plans or IEPs

8.1 Each Participating District shall provide the additional support necessary for compliance with a stated 504 Plan or IEP.

9. Students of Non-Participating Districts, Non-Participating Schools, and Charter Schools

9.1 The Education District shall charge non-participating districts, non-participating schools, and charter schools for each student attending the Education District.

9.2 The amount charged for each student of a non-participating district, non-participating school, and charter school shall be one hundred ten percent (110%) of the amount per student as calculated in section 3 of this Agreement for the applicable fiscal year.

10. Graduation Units

10.1 The standard number of graduation units available to each student attending the Education District shall be fifteen (15) units per semester and thirty (30) units per year.

10.2 Any change to the standard number of graduation units available to each student attending the Education District requires the unanimous approval of the Instructional Council and the Executive Council.

11. Force of JPA

11.1 Nothing in this Agreement shall be construed to conflict with the JPA. The JPA and any successor JPA agreements or amendments to the JPA shall remain in full force and effect.

12. Revisiting Agreement

12.1 The Parties agree to have the Executive Council revisit this Agreement in the event of any material change in the state funding system and/or through consensus of the Participating Districts.

13. Amending Agreement

13.1 This Agreement may be amended or modified only by a written instrument executed unanimously by the Executive Council and subsequently ratified by the Governing Boards of each Participating District and the Governing Board of the Education District.

14. Severability

14.1 Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

15. Entire Agreement of Parties

15.1 This Agreement constitutes the entire agreement between the Parties for annual operating funds and apportionments and supersedes all prior discussions, negotiations and agreements, whether oral or written, for annual operating funds and apportionments.

16. Incorporation of Recitals and Exhibits

16.1 The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

<p>For Campbell Union High School District</p> <p><i>Robert Bravo</i></p> <p>Signature</p> <p>Robert Bravo</p> <p>Name</p> <p>Superintendent</p> <p>Position</p> <p>June 3, 2019</p> <p>Date</p>	<p>For East Side Union High School District</p> <p><i>Chris D. Powell</i></p> <p>Signature</p> <p>Chris D. Powell</p> <p>Name</p> <p>Superintendent</p> <p>Position</p> <p>May June 3, 2019</p> <p>Date</p>
<p>For Los Gatos-Saratoga Joint Union High School District</p> <p><i>Michael Grove</i></p> <p>Signature</p> <p>MICHAEL GROVE</p> <p>Name</p> <p>SUPERINTENDENT</p> <p>Position</p> <p>6/3/19</p> <p>Date</p>	<p>For Milpitas Unified School District</p> <p><i>Cheryl Jordan</i></p> <p>Signature</p> <p>Cheryl Jordan</p> <p>Name</p> <p>Superintendent</p> <p>Position</p> <p>June 3, 2019</p> <p>Date</p>
<p>For San José Unified School District</p> <p><i>Nancy Albarvain</i></p> <p>Signature</p> <p>Nancy Albarvain</p> <p>Name</p> <p>Superintendent</p> <p>Position</p> <p>6/3/19</p> <p>Date</p>	<p>For Santa Clara Unified School District</p> <p><i>Erik Dill</i></p> <p>Signature</p> <p>ERIK DILL</p> <p>Name</p> <p>CRO</p> <p>Position</p> <p>6-3-19</p> <p>Date</p>
<p>For Education District</p> <p><i>Alyssa Lynch</i></p> <p>Signature</p> <p>Alyssa Lynch</p> <p>Name</p> <p>Superintendent</p> <p>Position</p> <p>June 3, 2019</p> <p>Date</p>	

Master Business Relationship Agreement

Exhibit A

Article 3 Calculation

June 3, 2019

Master Agreement

Article 3 Calculation

Fiscal Year 2019/20

2019/20 ENROLLMENT & REVENUE PROJECTION							
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**2018/19 2nd Interim SACS Form 01, Column D, Line 5

Master Business Relationship Agreement

Exhibit B

Article 6 Calculation

June 3, 2019

Master Agreement

Article 6 Calculation

Fiscal Year 2019/20

Exhibit B Example

	January 15, 2019 Allocation	October 2019 CaIPADS Enrollment	Over/Under Enrollment	Overage	% of Overage	District Responsibility (Students)	District Overage Cost
Campbell	301	341	40	40	20%	20	\$ 125,200
East Side	596	696	100	100	50%	50	\$ 313,000
Los Gatos-Saratoga	17	77	60	60	30%	30	\$ 187,800
Milpitas	58	8	(50)	0	0%	0	\$ -
San Jose	325	285	(40)	0	0%	0	\$ -
Santa Clara	75	65	(10)	0	0%	0	\$ -
Total	1,372	1,472	100	200		100	\$ 626,000
Funding per Student	\$ 6,260						