

Mission Valley ROP

Joint
Powers



Agreement

JOINT POWERS AGREEMENT

1. Original Agreement between Fremont Unified School District and Newark Unified School District (6/5/89)
2. Preamble/Addendum adding New Haven Unified School District to the Joint Powers Agreement (1/3/91)
3. Language changed to Section 4, Page 4 removing district superintendents from the board (5/11/95)
4. Language change in Joint Powers Agreement for weighted vote (1/24/02)

X Information
X Action

**MISSION VALLEY REGIONAL OCCUPATIONAL PROGRAM
BOARD OF EDUCATION**

AGENDA ITEM

Date of Board Meeting: January 24, 2002

**TITLE: Language change in Joint Powers Agreement
For weighted vote**

Background:

The language for the Joint Powers Agreement reflecting the weighted vote was agendized at both the November and December meetings. Newark Unified School District alternate member requested the inclusion of the words "at least" in reference to the positive vote issue.

Current Status:

Board members discussed the change to the language for the weighted vote and agreed to the suggestion made to the language by Newark Unified School District.

Recommendation:

Board is requested to give final approval of the 2^d reading of the language for the Joint Powers Agreement reflecting the weighted vote.

Charles Brown
Staff Contact

Administrative
Division

Charles Brown
Superintendent, Mission Valley
ROP

25 F. Voting: A majority of the Council shall constitute a quorum for the
26 transaction of business. A positive vote shall consist of aye votes on the
part of at least two districts whose combined ROP average daily attendance
3 (ADA) equals at least a majority of the ADA of the ROP. Each
4 member shall have a vote weighted annually according to the prior year
5 amended annual ROP average daily attendance of their district. A
6 majority vote rule shall apply.

1st Reading Approval: November 15, 2001
2nd Reading approval: January 24, 2002

Information
 X Action
 Presentation

**MISSION VALLEY REGIONAL OCCUPATIONAL PROGRAM
BOARD OF EDUCATION**

A G E N D A I T E M

DATE OF BOARD MEETING: May 11, 1995

TITLE: Adopt Resolution #34-9495
 Revise Joint Powers Agreement

Background: Mission Valley ROP operates under a Joint Powers Agreement which states that it shall be governed by a Council consisting of one board member from each of the districts that is party to this agreement and the Superintendent from each of the participating districts.

Current Status: A question has come up regarding legality of superintendents serving on the board. A letter was requested and received from the State Department of Education stating that having superintendents serve on our governing board is in violation of California Education Code 52301. Our legal counsel also issued an opinion.

Recommendation: Delete lines 6 and 7 from Section 4, Page 4 of the Joint Powers Agreement stating the Board of Trustees will include the superintendent from each participating district. The language for the make up of Mission Valley ROP Board of Trustees will read as attached.

Ed King, 657-1865
Staff Contact Person

ROP Center Administration
Department Division

Ed King
Superintendent

REVISION TO JOINT POWERS AGREEMENT
Section 4, Item 4

BOARD OF TRUSTEES:

The Regional Occupational Center/Program shall be governed by a Council consisting of one board member from each of the districts that is party to this agreement. The board of trustees of each district participating in this agreement shall appoint one (1) of its members to serve as a member of the Governing Council of the Regional Occupational Center/Program (hereinafter referred to as "Council"). Such person shall serve at the pleasure of the school district board appointing such member.

JOINT EXERCISE OF POWERS AGREEMENT

FOR A REGIONAL OCCUPATIONAL PROGRAM AND AGENCY

This Agreement is made and entered into this 26th day of June, 1989, by and between the Fremont Unified School District of Alameda County, State of California, hereinafter referred to as "Fremont" and the Newark Unified School District of Alameda County, State of California, hereinafter referred to as "Newark," pursuant to the provisions of Title 1, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code, relating to the joint exercise of powers, and Section 52300 et seq. of the Education Code relating to Regional Occupational Center/Programs. The foregoing parties are referred to collectively herein as "member districts," or as "parties."

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and WHEREAS, the parties hereto entered into a Joint Exercise of Powers Agreement for a Regional Occupational Program on June 10, 1969, which was thereafter modified by a Rider on April 12, 1977, and a revision on May 17, 1988, and the parties hereto desire by this Agreement to rescind said Joint Exercise of Powers Agreement, Rider and Revision; and WHEREAS, the parties hereto intend to create and establish a public entity separate from the parties to this Agreement to be known as the "Mission Valley Regional Occupational Center/Program;" and WHEREAS, the member districts participating in this Joint Powers Agreement are legally authorized under Sections 52300 through 52331 of the Education Code to perform the responsibilities relative to vocational education hereinafter set forth; and

WHEREAS, in addition to the objective of carrying out the intent of the legislature as declared in Sections 52300-52331 of the Education Code it is the purpose of the parties to this Agreement to provide herein for the establishment of the Regional Occupational Center/Program providing the following training for:

- (a) Students residing in the participating districts in order to provide them with economically useful employment skills.
- (b) Persons who reside in a participating district and are not enrolled in a high school and will profit from the instruction.

WHEREAS, it is not the purpose of the Regional Occupational Center/Program to provide a separate high school of any kind; and in accordance with that policy, the Regional Occupational Center/Program shall provide occupational training in support and augmentation of programs offered by high schools, adult schools, or community colleges located within the participating districts. WHEREAS, the program will make occupational guidance and counseling information and services available to the participating school districts upon request; and WHEREAS, The Regional Occupational Center/Program shall not discriminate on the basis of race, color, national origin, ancestry, religion, creed, sex, age, or handicap in its recruitment, employment, dismissal, or enrollment, assignment, and evaluation in job training programs.

NOW, THEREFORE, in consideration of the mutual advantages to be derived there from and in consideration of the execution of this agreement each of the parties mutually agree as follows:

1. **PURPOSE OF THE PROGRAM:** It shall be the purpose and responsibility of the Regional Occupational Program Governing Council exercising-administrative responsibility for this program to plan, implement, and service, with the participating school districts, the vocational needs of people and communities in the area comprising the Mission Valley Regional Occupational Center/Program.

2. **TERM OF AGREEMENT:** This agreement shall become effective and binding upon participating parties upon action of the school district boards as attested by signature of their duly represented agent on this Joint Powers Agreement and approval by the Alameda County Superintendent of Schools and the State Board of Education. This agreement shall continue in effect until terminated as provided herein. Additional agencies may enter into this agreement subject to approval and conditions as agreed upon by the requesting school district board, the Mission Valley Regional Occupational Center/Program Governing Council, each school district board then represented on the Mission Valley Regional Occupational Center/Program governing council, the Alameda County Superintendent of Schools and the

State Board of Education. In the event of a reorganization of one or more of the districts participating in this agreement, the successor-in-interest or successors-in-interest to the obligations of any such reorganized district shall be substituted as part or party to this agreement. Application of new parties must be made by the requesting districts on or before December 31. Addition of new parties to this agreement must be approved by the governing Council by June 1. For purposes of this agreement, the term "fiscal year" shall mean the period from July 1 to and including June 30 of the following year.

3. ESTABLISHMENT OF NAME AND PROGRAM: A separate joint powers entity shall be and is hereby created and shall hereinafter be designated as the Mission Valley Regional Occupational Center/Program (hereinafter referred to as "Regional Occupational Center/Program").

4. BOARD OF TRUSTEES: The regional Occupational Center/Program shall be governed by a Council consisting of one board member from each of the districts that is party to this agreement. The board of trustees of each district participating in this agreement shall appoint one (1) of its members to serve as a member of the Governing Council of the Regional Occupational Center/Program (hereinafter referred to as "Council"). Such person shall serve at the pleasure of the school district board appointing such member.

A. Term of Office: The normal term of office for members serving on the Council shall be two (2) years. A member may be appointed for successive terms. Each school district board may use any board member as an alternate to act as a member of the Council during the absence of its regular member. In the event of a vacancy, the district school board having the appointment shall fill the vacancy for the remainder of the unexpired term.

B. Scope of Powers: The Council shall have the power and authority to exercise any power common to the districts which are parties to this agreement as contained in the recitals set forth above. The powers and authority of the Council shall continue until termination of this agreement. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the Council shall be in accordance with the manner of, exercising such powers by a school district of California, except as otherwise provided in this agreement.

The Council shall enact and adopt appropriate rules or by-laws which are consistent with this Agreement for the orderly transaction of the business for the program.

C. Notices: The Governing Council, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the Council. The Council shall comply with the provisions of Section 53051 of the California Government

Code requiring the filing of a statement with the Secretary of State of California and with the County Clerk of Alameda County.

D. Meetings: The Council shall hold at least six (6) regular meetings each year, the hour, time, and place for each such regular-meeting shall be fixed annually by resolution of the Council, which resolution shall be publicly posted for two (2) weeks on a public bulletin board to be designated by the Council. The Council may also hold special meetings. All meetings of this Council shall be called, held, and conducted in accordance with the terms and provisions of Title 5, Division 2, Part 1, Chapter 9 (Sections 54950 et seq.), of the California Government Code, or as said Chapter may be modified by subsequent legislation. Except as otherwise provided or permitted by law, all meetings of the Council shall be open and public. The Council shall keep or cause to be kept minutes of its meetings, and shall promptly transmit to the board of trustees of each of the parties hereto true and correct copies of the minutes of the meetings.

E. Officers and Employees: The Council shall annually elect a president and clerk in December of each year during the term of this Agreement. The Council shall appoint, and shall fix and pay the compensation of a chief executive officer to serve as the Superintendent who shall not become a member of the Council. Pursuant to Government Code Section 6505.1, the Chief Executive Officer is hereby designated as the person who has charge of all property of the Regional Occupational Center/Program. The parties hereby direct that the Chief Executive Officer shall file and maintain an official bond in an amount not less than \$500,000.00. Said Bond is to cover the Chief Executive Officer and persons designated by the Chief Executive Officer as being his/her subordinates who handle or have access to money and property of the program. The cost of said Bond is a charge against Program funds. The treasurer of the Council and the auditor-controller of said Council shall be the Ass't. Superintendent, Business, and Director of Fiscal Services, respectively, of the Fremont Unified School District (referred to herein as the fiscal agent).

An executed copy of this agreement shall be furnished to said officials. They shall perform the duties specified in Government Code Sections 6506 and 6505.5 and all other duties required by law and this agreement. The Council may appoint other officers or employees, and employ or retain the services of other organizations or individuals as it may deem necessary or appropriate, and fix and pay their compensation. Employees and officers of the Council shall not be deemed to be employees or officers of any party to this agreement. No instruction shall be given in a regional occupational center or program maintained hereunder except by a qualified teacher holding a certificate issued pursuant to law.

F. Voting: A majority of the Council shall constitute a quorum for the transaction of business.

G. Fiscal Duties and Responsibilities:

(1) Handling Funds:

The Council shall have the power and authority to receive, accept, and expend or disburse funds by contract or otherwise, for purposes consistent with the provisions of this agreement and shall maintain at all times a complete and accurate system of accounting for said funds. All expenditures of funds shall be authorized by the Council. The Council shall contract with Fremont Unified School District to act as fiscal officer, maintain the accounting program, and to provide services as to payroll, transportation of pupils and other functions.

(2) Budget

The Council shall annually, on or before June 1, adopt a tentative budget showing each of the purposes for which the Regional Occupational Center/Program will need money and the estimated amount of money needed for each purpose for the ensuing fiscal year commencing July 1. A copy of the tentative budget shall be transmitted to each member district on or before June 1. The Regional Occupational Center/Program tentative publication and final adopted budget shall be made, filed, and adopted in accordance Education Code Sections 42120 and 42127. The Council may budget and accumulate amounts necessary to meet the cash flow needs and the long-term program needs of the Regional Occupational Center/Program. Appropriations and distributions by the Council from these reserves shall be made consistent with the provisions of Education Code Section 52321.

(3) Funding:

The County Superintendent of Schools and the County Auditor or the fiscal agent school district are hereby authorized to arrange for or transfer funds from each participating District to the Regional Occupational Center/Program fund. The amount of funds to be transferred for average daily attendance shall be equal to the base revenue limit per unit of average daily attendance generated by students from participating Districts attending the Regional Occupational Center/Program as outlined under provisions of the California Education Code Sections 52314-52317 and 52321. Each participating District shall make monthly transfers for the first seven months of each fiscal year to the Regional Occupational Center/Program fund based on prior year's second period Apportionment Report (average daily attendance) at the Regional Occupational Center/Program. Adjustments shall be made after the ensuing first period Apportionment Report for prior fiscal year based on the actual second period Apportionment for the current year. The amounts transferred shall be governed by the statutes of the State of California which are in effect at the time of the transfer. The amount to be so transferred should be based upon certification by the Regional Occupational Center/Program of average daily attendance to the individual participating Districts, and the County Superintendent of Schools for attendance purposes.

(4) Contributions:

Without in any way limiting the powers otherwise provided for in this agreement or by statute the Council shall have the power and authority to receive,

accept, and utilize the services of personnel offered by any of the parties to this agreement, or their authorized representatives or agents; to receive, accept, and utilize property, real or personal, from any of the parties to this agreement, or their authorized agents or representatives; and to receive, hold, dispose of, to construct, operate and maintain buildings and other improvements which may be provided by any member district; and to receive, accept, expend and disburse funds by contract or otherwise, for purposes consistent with the provisions of this agreement which may be provided by any of the parties to this agreement, or their authorized agents or representatives.

(5) Additional District Support:

If additional monies are needed beyond the base revenue limit, the Council shall certify to each participating District the amount of additional support money required to meet the anticipated costs of the education of students attending the Regional Occupational Center/Program. If additional support money is approved by a participating component school district(s), the participating school district(s) may authorize the transfer and necessary funds payment of additional money to the Council. Such additional support money to Regional Occupational Center/Program may be, as determined by the district(s), a loan or an advance to be repaid.

(6) Debts and Liabilities:

The Council shall exercise no authority to incur any obligations or debts in excess of the funds which are appropriated to its use for the purpose of this program. Debts, liabilities and obligations of the Council or Regional Occupational Center/Program shall not be debts, liabilities or obligations of the member districts unless the member district has authorized or consented to the same by an appropriately adopted resolution.

(7) Audit:

The fiscal transactions of the Regional Occupational Center/Program shall be audited annually by a firm of licensed certified public accountants to be selected by the Council. Any costs of the audit, including contracts with, or employment, of certified public accountants in the making of such audit shall be borne by the Regional Occupational Center/Program.

H. Admission of Pupils to ROC/P:

In the event the Regional Occupational Center/Program is unable to accommodate all of the applicants for enrollment meeting the eligibility thereof, applications shall be accepted in

such a manner that each participating district shall be entitled to have persons residing in such districts, who are eligible for admission, to be enrolled in the Regional Occupational Center/Program in the same ratio as the prior year official October Report enrollment of 10th and 11th grade students of each school district bears to the total of all districts participating in this agreement.

I. Expansion:

In the event of inclusion of additional parties to this agreement, said parties shall join for not less than three years and said parties shall make application to the Council by December 31 of the current fiscal year.

J. Withdrawal:

Any party to the agreement may withdraw from its status as a party to this agreement at the end of any fiscal year, provided that at such time said party has either discharged, or has arranged for, to the satisfaction of the remaining members of the Council, the discharge of any pending obligations it has assumed hereunder, and further provided that written notice of intention to so withdraw has been served upon the Council no later than December 31 of that fiscal year. The inclusion of additional parties to this agreement or the withdrawal of some, but not all, of the parties to this agreement shall not be deemed a dissolution of this program nor a termination of this agreement.

K. Disposition of Property and Funds:

In the event of the dissolution of this Regional Occupational Center/Program, the complete rescission or other final termination of this agreement by all Districts then a party hereto, any property interest remaining in the Regional Occupational Center/Program following a discharge of obligations, shall be disposed of as the Council shall then determine with the objective of returning to the district or other agency which is then or was theretofore a party to this agreement a proportionate share of any remaining obligations should they exist. Such disposition shall follow to the extent possible the provision set forth below for the withdrawing district(s).

In the event a district withdraws from this Agreement, all obligations between the withdrawing district and the Regional Occupational Center/Program shall be discharged through a transfer to the withdrawing district of real and/or personal property and/or funds equal to the withdrawing district's prorata share of the total tangible assets of the Regional Occupational Center/Program no later than one year following the effective date of withdrawal. The Council shall have the right to purchase any or all of the withdrawing district's prorata share of the total tangible assets of the Council excepting permanent improvements made upon real property of the withdrawing district, for an amount equal to the value which otherwise would be credited to the withdrawing district upon withdrawal.

L. Assets: The total tangible assets of the Regional Occupational Center/Program are permanent buildings, relocatable buildings, administrative and instructional equipment, cash in bank, advance ADA, and monies earned but not received from the Districts. The California School Accounting Manual shall be used to determine the category for particular assets. The prorata determination of tangible assets defined as permanent buildings, relocatable buildings, and administrative and instructional equipment and monies shall be based on the percentage of total generated ADA of the withdrawing district in relation to the total generated ADA of all Districts a party hereto from the date they became a participating district in this organization until the last day of the last fiscal year of participation by the withdrawing district.

M. Amendments:

This agreement may be amended by two-thirds $\frac{2}{3}$ vote of the Council. The effective date of any amendment will be the first of the month following the adoption unless otherwise stated provided that any amendment is to further carry out the purpose of legislation applicable to such a Regional Occupational Center/Program.

N. Severability:

Should any portion, term, condition, or provision of this agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.