

1 **LA PUENTE VALLEY REGIONAL OCCUPATIONAL PROGRAM**
2 **JOINT BOARD AGREEMENT**

3 Revised June, 2017

4 **TO ESTABLISH, OPERATE, AND MAINTAIN A REGIONAL OCCUPATIONAL PROGRAM**
5 **TO SUPPORT STUDENT COLLEGE AND CAREER PREPARATION.**

6
7 ***THIS AGREEMENT shall supersede all previous agreements and amendments to***
8 **previous Joint Board agreements, and is entered into pursuant to California Government**
9 **Code, relating to joint exercise of powers among the following parties:**

10
11 **THE BASSETT UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY;**
12 **THE HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY;**
13 **THE ROWLAND UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY.**

14
15 **RECITALS**

16 The Legislature has enacted Chapter 9, Article 1, (Section 52300, et seq.) of the State
17 Education Code pertaining to the establishment of Regional Occupational Programs.

18
19 **WITNESSETH:**

20 ***WHEREAS, it*** is to the mutual benefit of the parties to join together to establish this
21 Program pursuant to this Joint Board Agreement to accomplish the purposes hereinafter set
22 forth; and

23
24 ***WHEREAS, due*** to the results of ongoing Los Angeles, Orange, and San Bernardino
25 Counties Job Market Surveys specified in Section 52302 of the Education Code, the parties
26 herein subscribed have determined that there is a need to provide further career preparation in
27 this area and for a Regional Occupational Program and instructional facilities to be made
28 available; and

29
30 ***WHEREAS, the*** development, organization, and implementation of such §1 program is of
31 such magnitude that it is necessary for the parties to join together in this Joint Board
32 Agreement to create a separate entity in order to accomplish the purposes hereinafter set
33 forth; and

34
35 ***WHEREAS,*** the agencies participating in this Joint Board Agreement are legally authorized
36 under Chapter 9, Article 1, (Sections 52300, et seq.) of Thill, Education Code to perform the
37 responsibilities relative to career preparation in accordance with the California Education
38 Code, Title 5 Administrative Code, and California Plan for Vocational Education.

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1 **WHEREAS, it is the intent of the Legislature to provide qualified students with the**
2 **opportunity to attend a technical school or enroll in a career technical or technical training**
3 **program, a Regional Occupational Program will serve the state and national interests in**
4 **providing career and technical education to prepare students for an increasingly technological**
5 **society in which generalized training and skills are insufficient to prepare high school students**
6 **and graduates, and out-of-school youth and adults for many employment opportunities which**
7 **require special or technical training and skills. (Education Code § 52300)**

8
9 In addition to the objective of carrying out the intent of the Legislature, it is the purpose of
10 the parties to this agreement to provide herein for the establishment of a Regional
11 Occupational Program, which shall provide training for persons residing primarily in the
12 participating districts in order to provide them with useful employment skills.

13
14 It is not the purpose of the Regional Occupational Program to provide a separate high
15 school of any kind, and in accordance with that policy, the Regional Occupational Program
16 shall not issue diplomas of high school graduation. The Regional Occupational Program shall
17 provide career technical education and occupational training in response to the needs of the
18 local labor market and in support and augmentation of programs offered by schools located
19 within the participating districts and programs available to students in the community college.

20
21 The Program shall make occupational guidance and counseling information and services
22 available to persons participating in the Regional Occupational Program. It is the primary
23 responsibility of the participating districts to provide general guidance and counseling services.

24
25 **NOW, THEREFORE, the parties mutually agree as follows:**

26
27 1. **PURPOSE OF THE PROGRAM.** It shall be the purpose and responsibility of the
28 Joint Board exercising governing responsibility for this program to plan, implement and serve,
29 with the participating school districts, the career preparation needs of qualified persons as
30 determined by periodic comprehensive needs assessment in the area comprising the La
31 Puente Valley Regional Occupational Program, and those persons per Education Code
32 Section 52314.

33
34 The La Puente Valley Regional Occupational Program shall;

- 35 (a) provide counseling and guidance services in career technical education matters;
36 (b) provide a curriculum including a sequence of academic and skill instruction in
37 specific occupational fields leading to an approved skill certificate, vocational degree, or
38 apprenticeship;

1 (c) assign the highest priority and services to youth ages 16 through 18 (Education
2 Code§ 52302.5.); and

3
4 2. **TERM OF AGREEMENT.** This agreement shall become effective and binding upon
5 participating parties upon action of the school district governing boards as attested by the
6 signature of their duly represented agent on this Joint Board Agreement.

7
8 This Agreement shall continue in effect until terminated as provided herein.

9
10 3. **ESTABLISHMENT OF AND NAME OF PROGRAM.** A separate Joint Board entity
11 shall be and is hereby created, and shall hereinafter be designated as the Joint Board of
12 Trustees of the La Puente Valley Regional Occupational Program.

13
14 4. **JOINT BOARD OF TRUSTEES.** The La Puente Valley Regional Occupational
15 Program shall be operated by a Joint Board of Trustees per Education Code 52310.5
16 (hereinafter referred to as Joint Board) consisting of two governing board members from each
17 of the districts that are parties to this Agreement. Members shall be selected by the
18 Governing Board of their districts and shall serve at the pleasure of the school district
19 governing board appointing such members.

20
21 (a) **Term of Office.** The term of office for members serving on the Joint Board
22 shall be two years, with the origination of terms coinciding with the annual
23 organizational board meeting. One member from each district's team shall
24 begin their term in an even numbered year and the other member's term
25 shall begin in an odd numbered year.

26
27 A member may be appointed for successive terms.

28
29 In the event of a vacancy, the school district governing board having the
30 appointment shall fill the vacancy for the remainder of the unexpired term.

31
32 (b) **Scope of Powers.** The Joint Board shall have the power and authority to
33 exercise any power common to districts, which are parties to this agreement,
34 provided that the same are in furtherance of the objectives of this agreement
35 as contained in the recitals set forth above. The powers and authority of the
36 Joint Board shall continue until termination of this Agreementt.
37

1 The Joint Board shall adopt and enact appropriate policies and regulations
2 which are consistent with this Agreement for the orderly transaction of the
3 business for the program.
4

5 (c) **Notices.** The Joint Board shall designate a specific location at which it will
6 receive notices, correspondence and other communications, and shall
7 designate an administrative officer for the purpose of receiving same on
8 behalf of the Joint Board.
9

10 (d) **Meetings.** The Joint Board shall hold at least ten regular meetings each
11 year. The hour, time and place for each regular meeting to be established
12 annually by action of the Joint Board at its organizational meeting. The Joint
13 Board may also hold special, adjourned, closed session and study meetings.
14

15 The Joint Board shall keep or cause to be kept minutes of its meetings, and
16 shall transmit each of the participating districts hereto true and correct
17 copies of the minutes of such meetings.
18

19 (e) **Officers and Employees.** The Joint Board shall annually elect a President,
20 Vice-President, and Clerk. The Joint Board shall employ chief
21 administrative officer, to be known as the Superintendent/Executive Director,
22 who shall not be a member of the Joint Board. The Superintendent/Executive
23 Director shall serve as secretary to the Joint Board.
24

25
26 The parties to this Agreement hereby find and determine that the Joint
27 Board of Trustees shall file and maintain an official bond in the amount
28 equal to twenty (20%) per cent of the written budget of the Regional
29 Occupational Program. Said bond is to cover the administrative officer and
30 persons who handle or have access to funds. The Joint Board may select
31 any other officer, or officers, or employees, and retain the services of other
32 organizations and individuals as it may deem necessary or appropriate.
33

34 (f) **Voting.** The presence of a majority of the Joint Board members shall be
35 required in order to constitute a quorum for the conducting or transaction of
36 business. No action shall be valid unless a majority vote of all Joint Board
37 members cast "aye" votes.
38

1 **(g) Fiscal Duties and Responsibilities.**
2

3 **(1) Fiscal Year**

4 For the purpose of this agreement, the term "fiscal year" shall mean
5 the period from July 1 to and including June 30 of the following year.
6

- 7 **(2)** For the 2013-14 and 2014-15 fiscal years only, a school district that, in
8 the 2012-13 fiscal year, from any of the funding sources identified in
9 paragraph (1) or (2), received funds on behalf of, or provided funds to, a
10 regional occupational center or program joint powers agency established
11 in accordance with Article 1 (commencing with Section 6500) of Chapter
12 5 of Division 7 of Title 1 of the Government Code for purposes of
13 providing instruction to secondary pupils shall not redirect that funding
14 for another purpose unless otherwise authorized in law or pursuant to an
15 agreement between the regional occupational center or program joint
16 powers agency and the contracting school district. (Education Code §
17 42238.03(d)(5))
18

19 **(3) Handling of Funds**

20 The Joint Board of Trustees shall have the authority and
21 responsibility to receive, accept, and expend or disburse funds by
22 contract or otherwise, for purposes consistent with the provisions
23 hereof and shall have the duty to maintain at all times a complete
24 and accurate system of accounting for said funds. All expenditures
25 of funds shall be authorized by the Joint Board.
26

27 **(4) Budget**

28 The Joint Board shall annually, on or before the 1st day of July,
29 adopt a budget per the Education Code showing each of the
30 purposes for which the Regional Occupational Program will need
31 money and the estimated amount of money that will be needed for
32 each such purpose for the ensuing fiscal year. A copy of the
33 adopted budget shall be transmitted to the Superintendent and/or
34 designee of each participating district.
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1 (5) **Apportionments**

2 The Joint Board of Trustees shall receive from each participating school district, an
3 amount to fund the member district's proportional allocation for requested La
4 Puente Valley Regional Occupational Program instructional services and the
5 member district's allocation for non-instructional administrative costs.

6
7 The Program will bill each member district on a quarterly basis for the instructional
8 program costs incurred by the member district during each fiscal year beginning
9 July 1 through March 31. A final bill will be sent to each district by July 31 of the
10 subsequent fiscal year, which will include all unpaid instructional program costs
11 and non-instructional administrative costs through June 30 of the fiscal year.

12 By January 5, annually, the Regional Occupational Program shall provide to each
13 member district a course matrix including a summary of all course offerings, the
14 district's instructional program costs and district's allocation of non-instructional
15 administrative costs. The Program will collaborate with each member district to
16 jointly determine the district's projected instructional program needs for the
17 subsequent fiscal year beginning July 1.

18
19 By Feb 20, each school district member will send a Letter of Notice to the Regional
20 Occupational Program of its intended modification to increase or decrease Program
21 services offered within such District, and a corresponding increase or decrease of its
22 monetary commitment to the Regional Occupational Program as compared to the
23 previous year so the Program may act in March to plan for the subsequent fiscal
24 year.

25
26 In addition to the annual commitment for the subsequent school year, the
27 participating districts shall provide a copy of the LCAP three-year budget for
28 Career Technical Education by June 30 to the Regional Occupational Program.

29
30 To the extent that California State ROC/P funding levels may increase or decrease,
31 any adjustments to the funding made by La
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1 Puente Valley Regional Occupational Program, or funding
2 contributions made by the participating districts, shall be submitted in
3 writing to all parties concerned prior to January 31 of every year.
4 After all participating districts have agreed to the funding adjustments
5 and submitted the district's Letter of Notice reflecting the agreed
6 upon adjustments, the adjustments become effective on July 1 of the
7 subsequent fiscal year.

8
9 **(6) Contributions**

10 Contributions from each participating district to the JPA will be
11 allocated and expended for the Regional Occupational Program
12 programs physically located in the contributing district.

13
14 Contributions from local, state or federal agencies to the JPA will be
15 credited to each participating district according to the district's
16 proportional allocation (by percent) for non-instructional
17 administrative costs and will appear as an offset on the district's final
18 bill for the current fiscal year.

19
20 Without in any way limiting the powers otherwise provided for in this
21 Agreement, the Joint Board shall have the authority to receive,
22 accept, and utilize the services of personnel offered by any of the
23 parties to this Agreement, or their representative or agents; to
24 receive, accept, and utilize property, real or personal offered, from
25 any of the parties to this Agreement, or their agents or
26 representatives; and to receive, accept, expend and disburse funds
27 by contract or otherwise, for purposes consistent with the provisions
28 of this Agreement, and Education Code of State of California.

29
30 **(7) Debts**

31 The Joint Board shall exercise no authority to incur any obligations in
32 excess of the funds which are appropriated annually to its use for the
33 purposes of this program.
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1 **(8) Non-Instructional Administrative Costs**

2 Each participating District will provide funding to support costs
3 necessary for administering a quality Education Program and
4 responsible fiscal/administrative compliance. The cost allocation
5 structure includes designation of funds to pay for La Puente Valley
6 Regional Occupational Program overhead and non-instructional
7 administrative costs, base costs, lease obligations and contributions
8 to a 15% reserve for an adequate cash flow balance.
9

10 Commencing July 1, 2017, La Puente Valley Regional Occupational
11 Program overhead and non-instructional administrative costs will be
12 allocated to the member Districts as follows:
13

- 14 **Bassett Unified School District 16%**
15 **Rowland Unified School District 42%**
16 **Hacienda La Puente Unified School District 42%**
17

18 If there is a 5% increase, or decrease, in a district requested
19 instructional program services the allocation of overhead and non--
20 instructional administrative costs will be adjusted by amendment to
21 the Joint Board Agreement to reflect a proportional share of the non--
22 instructional administrative costs based on the percentage of a
23 district's share of the Program's total instructional costs.
24

25 Non-Instructional Administrative costs are defined as costs
26 necessarily associated with the provision of administrative support to
27 member districts, which includes the Board & Superintendent's
28 Office, Fiscal Services Department, Human Resources Department,
29 Instructional Services Department, and Information Technology &
30 Facilities Department.
31

32 If the total contribution for non-instructional administrative costs must
33 be increased by the La Puente Valley ROP Joint Board due to
34 increased operating costs during the fiscal year, all member districts'
35 fiscal representatives will meet with the LPVROP staff to mutually
36 agree to necessary adjustments.
37
38

1 **(9) Instructional Costs**

2 Instructional costs are defined as: all costs necessary to provide
3 direct and supplemental instruction to students, including but not
4 limited to the following: teacher compensation (salary, health &
5 welfare benefits, statutory benefits, supplemental stipends, mileage),
6 classroom materials and supplies, classroom technology (hardware),
7 classroom furniture, industry-standard instructional equipment,
8 instructional software, books, curricular materials, field trips, student
9 competition fees, pupil transportation, substitute teacher
10 compensation (salary, health & welfare benefits, statutory benefits),
11 and club advisor assignments.

12
13 **(10) Reconciliation of Accounts**

14 Each member district can request copies of budget detail and/or
15 budget summary reports from the Program as a means of verifying
16 the costs prior to paying the district's quarterly bill.

17
18 If there is a discrepancy between accounts, as to the costs incurred
19 by the district, the Regional Occupational Program will make itself
20 available to the member district to review the expenditures. The
21 member district will notify the Program in writing of the discrepancy
22 and a meeting with the La Puente Valley Regional Occupational
23 Program's Director of Fiscal Services and the member district's Chief
24 Business Official will be scheduled within 30 days of the written
25 notice.

26
27 If after the first meeting the issue is not resolved a second meeting
28 will be scheduled within 60 days of the written notification with the
29 LPVROP Superintendent/Executive Director, LPVROP Director of
30 Fiscal Services, the member district's Superintendent and Chief
31 Business Official or designee.

32
33 If the issue cannot be resolved after the second meeting a third
34 meeting will be scheduled within 90 days of the written notice with
35 the LPVROP Superintendent/Executive Director LPVROP Director
36 of Fiscal Services, the member district's Superintendent, member
37 district's Chief Business Official and a third-party mediator from
38 School Services of California, Fiscal Crisis & Management

1 Assistance Team (FCMAT) or another mutually agreed upon
2 consultant familiar with public school finance and budget. The cost
3 for the third-party mediator will be shared 50/50 between the
4 Program and the member district. Both parties will agree to support
5 the final evaluation of the third-party administrator and make the
6 necessary adjustments to satisfy the outstanding balance within 30
7 days of the third-party mediator's report.
8

9 **(11) Audit**

10 The fiscal transactions of the La Puente Valley Regional
11 Occupational Program shall be audited annually and the audit report
12 filed in accordance with Education Code 41020 by a firm of licensed
13 public accountants to be selected by the Joint Board.
14

15 **(12) JPA Annual Review**

16 The entire Joint Board Agreement will be reviewed and discussed
17 annually during the La Puente Valley Regional Occupational
18 Program January board organization public hearing.
19

20 **5. ADMISSION OF PERSONS TO REGIONAL OCCUPATIONAL PROGRAM.**

21 Admission of persons to the Regional Occupational Program and special events shall be
22 within scheduled time blocks that do not conflict with student's minimum school days.
23

24 In the event the Regional Occupational Program is unable to accommodate all of the
25 applicants for enrollment meeting the eligibility requirements thereof, applications shall be
26 accepted in such a manner that each participating district shall be entitled to have persons
27 residing in such districts, who are eligible for admission, to be enrolled in the Regional
28 Occupational Program in the same ratio as the prior year CBEDS report of enrollments of 10th
29 and 11th grade students of each school district as it bears to the total enrollment of all districts
30 participating in this Agreement.
31

32 **6. ADDITIONAL PARTIES.** With the approval of the Joint Board of Trustees and
33 participating districts any school district containing one or more high schools may become a
34 party to this Joint Powers Agreement. Upon approval by a majority vote of Regional
35 Occupational Program Joint Board members, a proposed member may join the Regional
36 Occupational Program effective July 1 of the year following its application, which shall be
37 submitted no later than October 1 of the fiscal year prior to joining the Joint Board.
38

1 A membership application shall set forth:

2
3 (a) Approval of the proposed new member's Board for participation, beginning July 1 of
4 the subsequent school year and the proposed new member Board's approval of the amount of
5 the monetary contribution (including the new member's portion of the administrative and
6 overhead costs and contribution to the Program's reserve for economic uncertainty) to the
7 Regional Occupational Program to be guaranteed for such fiscal year; and
8

9 (b) New member Board approval of the revised allocations for non-instructional
10 administrative costs based on the new member's share (%) of instructional costs proportional
11 to all participating La Puente Valley Regional Occupational Program participating districts.
12

13 (c) New member Board approval of all terms of the Joint Powers Agreement.
14

15 Notification shall be made to the Los Angeles County Superintendent of Schools, the State
16 Board of Education, the parties to the Agreement, the Secretary of State, and the Controller of
17 the State of California of such Amendment to the Agreement.
18

19 **7. TERMINATION.**

20
21 (a) Voluntary Withdrawal

22 Any party may withdraw from its status as a party to this Agreement at the end of any
23 fiscal year by submitting written intention to withdraw to the Superintendent/Executive Director
24 prior to December 1, to be effective on June 30 of the current fiscal year. The party wishing to
25 withdraw must either discharge, or arrange to discharge, all pending obligations it has
26 assumed under this Agreement. Upon withdrawal, the withdrawing member shall be entitled
27 to the portion of the Regional Occupational Program reserve account that has been allocated
28 to the withdrawing district (based on previous year contributions) and accounted for in the
29 Program's budget after the payment of all obligations.
30

31 The inclusion of additional parties to this Agreement or the withdrawal of some, but not all,
32 of the parties to this Agreement shall not be deemed dissolution of this Program nor a
33 termination of this Agreement.
34

35 (b) Involuntary Withdrawal

36 A majority of the members of the Joint Board may terminate a member that does not,
37 comply with the specific, articulated terms of this Agreement.

1 Withdrawal shall be effective on June 30, provided that the Joint Board gives written notice of
2 involuntary withdrawal by April 1 of the previous school year.

3
4 **8. DISPOSITION OF PROPERTY AND FUNDS.**

5
6 (a) Dissolution

7
8 In the event of the dissolution of this Regional Occupational Program, the complete
9 rescission or other final termination of this Agreement by all districts then a party hereto, any
10 property interest remaining in the Joint Board following a discharge of all obligations, shall be
11 disposed of as the Joint Board shall then determine with the objective of returning to each
12 district or other agency which is then or was theretofore a party to this Agreement, a
13 proportionate return on the contributions made to such properties by such parties.

14 (Government Code section 6512.)

15
16 (b) Withdrawal

17
18 In the event a district withdraws from this Agreement and requests to keep, maintain
19 and operate any equipment or structure provided by the Joint Board, the Joint Board shall
20 determine the reasonable value of such equipment or structure and shall fix the amount of
21 reimbursement to be paid by the withdrawing district, subject to such offset or adjustment to
22 be credited for the district's share of the original acquisition cost of such equipment or
23 structure as the Joint Board shall determine to be fair and reasonable.

24
25 In the event a class is terminated in a given district and there is no further need for the
26 equipment in other programs of the La Puente Valley Regional Occupational Program, the
27 district in which the equipment is located shall be notified in writing. If the said district desires
28 to keep, maintain and operate any equipment or structure provided by the Joint Board, the
29 Joint Board shall determine the reasonable value of such equipment or structure and shall fix
30 the amount of reimbursement to be paid by the district, subject to such offset or adjustment to
31 be credited for 100% of the district's share of the original acquisition cost of such equipment or
32 structures as the Joint Board shall determine to be fair and reasonable.

33
34 A withdrawing member shall be entitled to the portion of the Regional Occupational
35 Program reserve account that has been allocated to the withdrawing district (based on
36 previous year contributions) and accounted for in the program m's budget after payment of all
37 obligations pursuant to Section 7(a) Termination: Voluntary Withdrawal.

1 **9. AMENDMENTS.** This Agreement may be amended through a majority vote of each
2 participating district then represented on the Joint Board according to the procedures of the
3 governing boards of such districts, provided that any amendment shall carry out the purposes
4 of legislation, applicable to such a Regional Occupational Program. Any such amendment
5 shall be approved by all member districts prior to it being adopted by the LPVROP board.
6 Upon approval of all participating district's boards, the Joint Board of LPVROP will
7 subsequently adopt the amended agreement at scheduled LPVROP meeting.

8

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

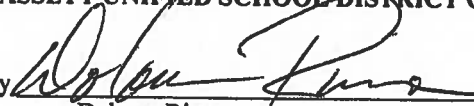
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IN WITNESS WHEREOF, the parties hereto have caused this revised Agreement to be duly executed by their authorized officers thereunder duly authorized as set forth herein below.


On the _____ day of _____, 2017 by

BASSETT UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By  Board President
Dolores Rivera Title

On the 6th day of July, 2017 by

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By  Board President
Dr. Joseph K. Chang Title

On the _____ day of _____, 2017 by

ROWLAND UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By  Board President
Lynne Ebenkamp Title