EdenAreaROP

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Superintendent: Linda Granger

JOINT EXERCISE OF POWERS AGREEMENT FOR A REGIONAL OCCUPATIONAL PROGRAM

PARTIES

This Agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1, (Section 6500, et seq.) of the California Government Code, relating to the joint exercise of powers and Section 52300 et seq. of the Education Code relating to Regional Occupational Center/Programs among the following parties referred to collectively herein as "member districts" or parties."

THE CASTRO VALLEY UNIFIED SCHOOL DISTRICT
THE HAYWARD UNIFIED SCHOOL DISTRICT
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT
THE SAN LORENZO UNIFIED SCHOOL DISTRICT

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 a Joint Exercise of Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, it is to the parties hereto entered into a Joint Exercise of Powers Agreement for a Regional Occupational Program on January 1, 1991, and the parties hereto desire by this Agreement to rescind said Joint Exercise of Powers Agreement, 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 "Eden Area Regional Occupational Program." (Hereafter " Agency," "ROP Joint Powers Agency," or "Joint Powers Agency").

WHEREAS, it is not the purpose of the Regional Occupational Program to provide a separate school of any kind, and in accordance with that policy, the parties intend that the Regional Occupational Program shall not issue diplomas of any kind, but shall provide occupational training in support and augmentation of programs offered by high schools, adult schools, and community colleges that serve the member districts; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

ESTABLISHMENT OF JOINT POWERS ENTITY

1. Purpose of the Program:

The sole purpose of the Regional Occupational Program and the ROP Joint Powers Agency is to serve the four member districts in the delivery of career and technical training programs.

Although the ROP Joint Powers Agency is a separate legal entity, it is created by the four member districts for the purpose of providing a regional occupational program which extends, supports, and enhances the four districts' current career and technical training programs. Although legally autonomous, the ROP Joint Powers Agency is not coequal to the four member districts.

2. Terms of Agreement:

This Agreement shall become effective as of its date of execution by all parties or on July 1, 1997, and shall continue in full force and effect to June 30, 1999, and thereafter, until rescinded or terminated. By June 30, 1999, and at least every two years thereafter, this Agreement shall be reviewed by members of the Coordinating Council. If the Coordinating Council deems it necessary to make changes to this document, the changes will be presented to the respective district boards for approval.

The ROP Superintendent shall notify each district superintendent of this duty by January 30 of the year in which the review shall be accomplished.

This Joint Powers agreement has been reviewed by all member districts. It is agreed that the JPA remain in force and continue for a term ending June 30, 2022.

3. ROP Governing Board

A. Members of the ROP Governing Board

The ROP Joint Powers Agency shall be governed by an ROP Governing Board which shall be comprised of one member from the Governing Boards of each of the four school districts. The Governing Board of each member district shall elect one member of its Board to serve on the ROP Governing Board and to represent that Governing Board on matters brought before the ROP Governing Board. The elected Board member shall serve at the pleasure of the member district Board electing the member. The Governing Board of each member school district shall elect also another member of its Board as an alternate with full voting rights on the ROP Governing Board whenever serving during the absence of the regular elected member to the ROP Governing Board. Each

member of the ROP Governing Board shall be responsible to that member's district Board of Education.

B. Term of Office:

The term of each member from the governing boards of the member districts shall either be for two years or at the pleasure of the Governing Board of the district, which elected that member. The term of office shall commence January 1st for all member districts. A district Governing Board may re-elect the same representative for an unlimited number of terms. The trustees from San Leandro and Castro Valley shall be elected in even-numbered years. The trustees from Hayward and San Lorenzo shall be elected in odd-numbered years (see Appendix A).

C. ROP Governing Board Officers:

The ROP Governing Board shall elect a chairperson and a vice-chair in January of each year during the term of this Agreement. The Treasurer for the ROP Agency and Auditor-Controller of the ROP-Governing Board shall be the Treasurer and Auditor-Controller, respectively, of the County of Alameda. An executed copy of this Agreement shall be furnished to said officials. They shall perform the duties specified in Government Code Sections 6505 and 6505.5 and all other duties required by law and this Agreement.

The ROP Governing Board may elect other officers, as it may deem necessary or appropriate.

D. Duties and Powers:

The duties and powers of the ROP Governing Board shall only be those specified in this Joint Powers Agreement and may be exercised only in the manner and methods provided in this Agreement.

The ROP Governing Board shall have the power and authority:

1. To adopt annually a budget in accordance with Education Code requirements. In the course of the budget development and prior to adoption, the ROP Governing Board shall provide an opportunity for the Coordinating Council (see Section 4, Coordinating Council, on page 8) to make recommendations directly to the ROP Governing Board**.** Copies of proposed budgets shall be given to each member district prior to adoption. Copies of final budgets shall be given to each member district when adopted.

2. To receive, accept, 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.

3. To purchase, subject to the prior approval of all member districts Boards of Education, any real property and to construct, purchase, or lease buildings.

4. To purchase or lease furniture, equipment, fixtures, and other property.

5. To contract with any member district or Alameda County Superintendent of Schools for fiscal accounting services, payroll, credentials, reports, records, program evaluation, and other functions.

6. To contract for specialized services of fiscal, legal, engineering, economic, administrative, and other services.

7. To appoint and employ both classified and certificated employees; to determine the number of positions; to fix and pay the compensation of these employees; to establish personnel policies, procedures, salary schedules, benefits, and other matters related to the ROP Agency's employees.

8. To establish all other related policies to assure the ROP can function in matters of educational and business necessity.

9. To provide transportation to pupils attending ROP programs.

10. To initiate or defend legal actions on behalf of the Agency.

11. To accept and expend grants from the Federal Government, State of California, or other public or private sources for the purposes of this Agreement.

E. Power and Authority Limitations:

The ROP Governing Board has no power or authority to amend, modify, add to, or delete from this J.P.A Agreement or to engage in any action regarding a suggested or proposed amendment, modification, addition, or deletion to this Agreement. Any question or disagreement regarding the interpretation of the J.P.A. Agreement shall be referred to the member districts' Boards of Education for resolution. The title of the Chief Administrator shall hereafter be referred to as "Superintendent".

F. Meetings:

The ROP Governing Board shall meet regularly, but not fewer than four (4) times a year, to conduct the ROP Agency's business. Any additional meeting of the ROP Governing Board may be called by the chairperson of the Governing Board or three of the four members of the ROP Governing Board. The date, time, and place for each of the regular meetings shall be fixed annually by the ROP

Governing Board. The posting of meetings will comply with applicable laws governing public meetings.

The ROP Governing Board shall keep the minutes of its meetings and shall promptly transmit to the Governing Board of each member district copies of the minutes when formally adopted by the ROP Governing Board at a subsequent meeting. Unadopted, unofficial minutes will be forwarded to the Governing Board of each member district within two weeks of an ROP Governing Board meeting.

G. Voting:

Each ROP Governing Board member shall have one vote. If a member is absent, the alternate shall have the vote. All meetings of the ROP Governing Board are required to have a quorum to conduct business; and a quorum is defined as three districts having a member present at the meeting. The ROP Governing Board shall act by majority vote, which shall mean three of the districts.

4. Coordinating Council:

The Coordinating Council shall consist of the district superintendents of the member districts or designees. Other district staff members or ROP staff members may attend meetings or participate in Coordinating Council activities at the request of one or more district superintendents.

The Coordinating Council shall be established for the purpose of advising the ROP Governing Board on ROP matters and for the purpose of providing guidance, direction, and assistance to the Superintendent. The Coordinating Council shall be responsible for submitting yearly recommendations to the ROP Governing Board on the annual ROP's Joint Powers' budget.

5. Superintendent

The ROP's chief administrator, hereinafter designated as the "Superintendent" is responsible for managing, coordinating, and administering the Joint Powers Agency's delivery of career and technical training programs and serving the four member districts. The Superintendent works cooperatively with the staff of member districts' school sites and district offices in providing a regional occupational program which responds to the career and technical training needs of the member districts.

The specific duties of this position are further identified in the job description on file in the ROP Joint Powers Agency's Personnel Department.

Whenever an opening exists for the Superintendent position, the ROP Governing Board, as one party, and the Coordinating Council, as the other party, shall jointly

select the Superintendent. Both parties must mutually agree on a candidate to be selected for the Superintendent position. The Superintendent shall be evaluated in writing annually by the ROP Governing Board**.** Prior to discussing the performance of the Superintendent, each ROP Governing Board member shall meet with his/her respective district superintendent to receive input regarding the Superintendent's performance. Any input received from each district superintendent shall be shared by each ROP Governing Board member with other members of the ROP Governing Board.

6. Fiscal Matters:

A. Funding:

The funding of the ROP Joint Powers Agency is through the state-established Local Control Funding Formula (LCFF). The ROP Joint Powers Agency shall receive annual operating funds from each of the member school districts an amount based upon the block grant funding maintenance of effort established in the 2012-13 school year plus an annual increase based upon the Cost of Living Adjustment (COLA) average of all four member districts. These funds will be transferred to the ROP in the most expedient manner, subject to approval by the districts and the County Office of Education. One-time funds or any other additional funds beyond the Local Control Funding Formula that are identified for ROP programs shall be distributed directly to the ROP Joint Powers Agency.

The Eden Area ROP will take full responsibility for any funding generated through partnership with an apprenticeship agency. The district acting as the Local Educational Agency is indemnified against any potential liability due to error in calculation of attendance or other potential loss of funds.

B. Deficits:

Should the ROP Agency not generate the budgeted revenue to the extent necessary to meet the operating costs in any given school year, the ROP Governing Board shall ascertain the exact amount of the deficit and shall act immediately to determine a means to offset the deficit including the use of the reserve balance. The Coordinating Council shall provide the ROP Governing Board with recommendations prior to the ROP Governing Board taking action. It is the intent of the member districts Boards of Education that the ROP Joint Powers Agency be solely liable for any and all deficits. The ROP Joint Powers Agency shall not charge back to the members or transfer any liability or deficit to any of the member school districts.

C. Purchasing:

Subject to funding availability and authorization, each member district has the power and authority to purchase, in its own name, real and personal property

and fixtures to be used in the ROP programs established and conducted within its own district.

D. ROP Center:

The Agency shall pay the Hayward Unified School District for the use of the buildings at 26316 Hesperian Blvd., Hayward, Calif., including Building Five, the Gansberger site, an amount determined mutually by the ROP Governing Board and the Hayward Unified School District, but not greater than one percent (1%) of the prior year's ROP Agency revenue from member district LCFF.

E. District-Operated Programs:

Subject to mutual agreement between the ROP Superintendent and a member district's administration, each district may operate ROP programs on its properties at various site locations. Member districts have an option of using ROP personnel to teach a program or to use district staff.

In addition, District-Contracted Programs (DCP) will be funded at a rate of $16,500 per section. Any Cost of Living Adjustment (COLA) received by the ROP will be applied at the same rate to the District Contracted Programs. The district will be responsible for all related instructional costs. The ROP will provide $7,000 per each comprehensive high school to off-set the cost of career counseling. Operational costs are borne by the ROP and include the cost of services for Administration of the Work-based learning requirements, and scheduling and administering of Advisory Committee meetings, securing business partnerships, providing internship outreach and other business opportunities for students in ROP programs.

The Coordinating Council and the ROP Superintendent may review these concepts annually. Any changes to this approved funding model must be approved by a majority of the Coordinating Council and the ROP Superintendent.

F. Notification of Potential Reductions:

Should the annual ROP student enrollment projections or the ROP agency's budget require a reduction in programs or services for a subsequent school year as determined by the ROP Governing Board, the ROP Governing Board shall notify all member districts by January 15 of the current year that a reduction in programs and/or services will be required in the subsequent year.

The Superintendent, along with the Coordinating Council, shall develop recommendations for the ROP Governing Board as to which programs or services should be reduced. The ROP Governing Board shall make the final determination as to which programs and/or services shall be reduced.

G. Annual Operating Funds:

The ROP Joint Powers Agency established and maintained hereunder shall receive ROP revenue from each participating district as designated in the Agreement. All funds will be electronically transferred from the County Treasurer. Payments to the districts for the ROP programs provided by the member districts shall be paid by the ROP Joint Powers Agency to the districts on a monthly basis.

The fiscal year hereunder shall commence on July 1 and end on June 30 of each year during the term of this Agreement.

H. Debts:

The ROP Governing Board shall have no power or authority to incur any obligations or debt in excess of the funds which are appropriated to the ROP Joint Powers Agency. All debts, liabilities, and obligations of the ROP Governing Board or Agency shall be debts, liabilities, and obligations of the ROP Joint Powers Agency and shall not be in any way debts, liabilities, or obligations of any member district or combination of member districts.

7. Insurance:

The ROP Joint Powers Agency shall provide and maintain a comprehensive liability insurance policy or evidence of self-insurance which shall include general liability, acts or omissions arising out of negligence, bodily injury, death, injury to person, automobile liability, and property damage. This insurance policy shall name the ROP and its employees, agents, officers, Governing Board members of the four member districts, ROP Governing Board members, and the four district superintendents as the insured. The ROP Joint Powers Agency shall provide and maintain in full force and affect a workers' compensation insurance and employer's liability policy or evidence of a certification of permission to self-insure issued by the Department of Industrial Relations, Administration of Self-Insurance, Sacramento, California.

8. Admission of Students:

Any person or student who resides in any of the member districts, who can profit from the instruction, and who is otherwise eligible to attend a high school or adult school may attend any ROP Program maintained hereunder.

After consultation with the Coordinating Council, the Superintendent may determine priorities for student admissions. A student may be admitted on a part-time or full-time basis. After consultation with the Coordinating Council, the

Superintendent also may admit students residing in school districts other than the member districts.

9. Indemnification:

The ROP Joint Powers Agency shall protect, indemnify, defend and hold harmless member school districts (their Boards of Education, officers, agents, representatives, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to it and them as result of any claims, demands, damages, costs or judgments against it or them that may arise in connection with any negligent acts or omissions of ROP arising of or in connection with the ROP Agency. This obligation shall survive the expiration and/or termination of this agreement.

10. Disputes:

Should a dispute arise from a member district(s) regarding the ROP Joint Powers Agreement regarding procedures, interpretation of, operations, changes, or policy, the ROP Superintendent shall attempt to resolve the matter with the member district(s). If a resolution is not reached with the Superintendent, the dispute may be forwarded by the party raising the matter to the Coordinating Council for resolution. The decision of the Coordinating Council shall be final unless forwarded by the party raising the matter in writing within ten (10) working days to the ROP Governing Board. The Governing Board decision will be the final level of appeal.

11. Withdrawal and/or Termination:

Any member district may withdraw from this Agreement at the end of any fiscal year, provided that written notice of intention to withdraw has been served upon the ROP Governing Board and other member districts no later than one year prior to the date of withdrawal, and provided further that at such time, the withdrawing member district has either discharged or arranged to discharge all pending obligations under this ROP Agreement. Notice of withdrawal must include written authorization from the district's Governing Board. If any party decides to withdraw, this Agreement shall remain in full force and effect between or amongst the remaining districts. This Agreement shall be terminated whenever three of the current member districts withdraw, leaving only one member district or whenever at least three of the member districts take action to terminate the Agreement.

12. Disposition of Property and Funds:

In the event a district withdraws from this Agreement, all obligations between the withdrawing district and the ROP Joint Powers Agency 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 percentage share of total ROP Average Daily Attendance (ADA) averaged over the preceding three (3) years. Such transfer shall

occur within a reasonable time following the withdrawal of the member district, but not to exceed six (6) months.

At such time, the ROP Governing Board shall decide whether it wishes to purchase any or all of the withdrawing district's percentage share of the total tangible assets of the ROP Agency. If the ROP Governing Board so decides, it shall pay the withdrawing district's percentage share. If the ROP Governing Board does not elect to purchase the withdrawing district's percentage share of the total tangible assets, the withdrawing district may accept tangible assets in any amount equal to its percentage share.

In the event of rescission, dissolution, or termination of the Agreement, any remaining property acquired by the ROP Agency, following a discharge of all obligations, shall be disposed of in the same manner as for a withdrawing district, with the objective of returning to each member district any property or surplus money on hand in proportion to the total generated Average Daily Attendance (A.D.A.), including the ROP Center programs, from the date each member district became a member of the Joint Powers Agreement until the last day of the last fiscal year prior to rescission, dissolution, or termination.

The building and site located at 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the Hayward Unified School District.

Equipment and supplies purchased by each of the parties and located in facilities other than 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the parties purchasing the equipment and supplies. Equipment and supplies of the ROP Joint Powers Agency will be disposed of as described above. If a withdrawing district disagrees with the determination of the current fair value of properties as determined by the remaining members of the ROP Governing Board, the current fair value of the ROP Joint Power Agency's properties shall be determined by an independent appraiser. The appraiser shall be agreed upon by the remaining members of the ROP Governing Board and the withdrawing district. In the event that the remaining members of ROP Governing Board and the withdrawing district cannot agree upon the selection of an appraiser, the parties shall request the Alameda County Board of Education to select the appraiser. The ROP Joint Powers Agency shall pay all costs incurred in connection with the appraisal, unless otherwise agreed by the withdrawing district or districts and the remaining members of the ROP Governing Board.

13. <u>Amendments:</u>

This Agreement may be amended at any time only by the formal approval of three of the four member districts' Boards of Education.

14. <u>Severability:</u>

Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be invalid 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 be not affected thereby.

15. Location:

The program may be located at sites in each of the participating districts, at the ROP Center, or other locations as determined by the Coordinating Council and by the ROP Governing Board.

16. County Superintendent:

This Agreement is subject to the approval of the Superintendent of Schools of Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed by their authorized officers as of the date first mentioned.

CASTRO VALLEY UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA

BY _____

President of Board of Education

BY_____

Clerk of Board of Education

HAYWARD UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA

BY_____

President of Board of Education

BY_____

Clerk of Board of Education

SAN LEANDRO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA

BY_____

President of Board of Education

BY_____

Clerk of Board of Education

SAN LORENZO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA

BY_____

President of Board of Education

BY_____

Clerk of Board of Education

APPROVED THE DAY OF _____, 2016

_____

Superintendent, Eden Area ROP

Appendix A

Eden Area ROP Governing Board

Terms of Office

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts. Castro Valley and San Leandro Unified School Districts hold elections on odd years and Hayward and San Lorenzo Unified School Districts on even years.