

**EAST SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM AND  
TECHNICAL CENTER JOINT POWERS AGREEMENT**

TO ESTABLISH, operate and maintain a regional occupational program and a technical center, to provide vocational education and advanced training, to provide adult and continuing education services, and to provide other joint services of education value which the member districts are authorized to provide, including community day school.

THIS AGREEMENT, is entered into this 27th day of July, 1999, amends and supercedes the joint powers agreement entered into on the first day of July, 1972, and all subsequent amendments and modifications, and authorizes the joint exercise of common power pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, among the following parties:

THE AZUSA UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE BALDWIN PARK UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE CHARTER OAK UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE GLENDORA UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE WALNUT VALLEY UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

THE WEST COVINA UNIFIED SCHOOL DISTRICT  
OF  
LOS ANGELES COUNTY

RECITALS:

1. In 1972, the three districts of Charter Oak, Covina-Valley and West Covina formed the EAST SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM and executed a joint powers agreement. Pursuant to then existing law, the Regional Occupational Program ("ROP") levied a tax for operational costs which produced a revenue of approximately \$45,000 or \$15,000 per each participating District.

2. In 1973, the two districts of Azusa and Glendora were admitted as full members of the ROP. A new joint powers agreement was executed by the five districts on or about April 9, 1973. At that time, statutory authority for an ROP to levy a tax for operational costs was withdrawn. In lieu thereof, the districts of Azusa and Glendora each paid \$15,000 from their General Fund to the ROP to equalize the contributions made by the original participating member districts.

**3. On the first day of July, 1980, Baldwin Park Unified School District was admitted as a participating member of the ROP. By execution of the 1980 agreement, the parties modified and superseded the joint powers agreement of 1973.**

4. On March 3, 1994, the Joint Board of Management of the ROP voted to admit Walnut Valley Unified School District as a participating member of the ROP.

5. A job market survey of the Los Angeles, Orange and San Bernardino counties as specified in Section 52302 of the Education Code has heretofore been conducted and from the results of said survey, the parties herein have determined that there is a need to further vocational education in this area and a need for a

regional occupational program and instruction facilities to be made available.

6. The development, organization and implementation of such a program is of such magnitude that it is necessary for said parties to join together in this Joint Powers Agreement in order to accomplish the purposes hereinafter set forth.

7. The agencies participating in this Joint Powers Agreement are legally authorized under Sections 52300 to 52331 of the Education Code to perform the responsibilities relative to vocational education hereinafter set forth.

8. In addition to the objectives of carrying out the intent of the Legislature as declared in Sections 52300 to 52331 of the Education Code, it is the intent of the parties to this agreement to provide herein for the establishment of a Regional Occupational Program and Technical Center which shall provide training for students residing in the participating districts in order to provide them with economically useful employment skills.

9. The ESGVROPTC shall not issue diplomas of high school graduation. The ESGVROPTC services shall include but not be limited to: occupational training in support and augmentation of programs offered by high schools located within the participating districts and programs available to high school students in the community colleges.

10. The agencies participating in this Joint Powers Agreement are legally authorized under Section 48664(d) of the Education Code to maintain and operate Community Day Schools.

11. In addition to carrying out the intent of the Legislature as declared in Section 48664(d) of the Education Code,

it is the intent of the parties to this agreement to provide herein for the establishment of a Community Day School which may provide educational services for students who have been expelled, who are on probation pursuant to Sections 300 and 602 of the Welfare and Institutions Code, or who have been referred by a school attendance review board or other district level referral process.

12. It is also the intent of the parties to this agreement to provide herein for the establishment of adult and continuing education services and other joint programs of education.

NOW, THEREFORE, the parties mutually agree as follows:

A. ESTABLISHMENT OF AND NAME OF THE JOINT POWERS ENTITY. A separate Joint Powers entity shall be and is hereby created and shall be designated as the EAST SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM AND TECHNICAL CENTER hereinafter referred to as the "ESGVROPTC".

B. TERM OF AGREEMENT. This agreement shall become effective and binding upon the above-named participating unified school districts upon approval of each of said school district governing board and the authorized execution of this agreement by the duly authorized agent of each such governing board and the consent of the Los Angeles County Superintendent of Schools and the consent of the State Board of Education. When the last of said acts of consent, approval and execution of agreement has been performed, the date thereof shall be inserted in the space provided at the beginning of this agreement and shall constitute the effective date of this agreement. This agreement shall continue in effect until terminated as provided herein. Additional school districts

may enter into this agreement by amendment to this agreement, approved and executed by the additional school districts and the existing parties to this agreement and consented to by the Los Angeles County Superintendent of Schools and the State Board of Education. In the event of a reorganization of one or more of the participating districts, the successor or successors in interest to the obligations of any such reorganized district shall be substituted as a party or parties to this agreement.

C. PURPOSES OF THE ESGVROPTC: It shall be the purpose and responsibility of the ESGVROPTC to establish, operate and maintain a regional occupational program and technical center, to provide vocational education and advanced training, to maintain a community day school, to provide adult and continuing education services, and to provide other joint educational services of education for qualified students in the area served by ESGVROPTC.

D. FISCAL YEAR: For purposes of this agreement, the term "fiscal year" shall mean the period from July 1<sup>st</sup> of each year to and including June 30<sup>th</sup> of the following year.

E. JOINT BOARD OF MANAGEMENT. The ESGVROPTC shall be governed by a governing board to be known as the "JOINT BOARD OF MANAGEMENT" consisting of one board member from the governing board of each participating district. Each member of the Joint Board of Management (hereinafter referred to as "Joint Board") shall be appointed by the governing board of the school district he or she represents and shall serve at the pleasure of the governing board of such district.

1. Term of Office. The normal term of office for members serving on the Joint Board of

management shall be two years. Time served on the Joint Board of the ROP prior to execution of this agreement shall count toward the two year maximum service on the ESGVROPTC Joint Board. Thus, school districts which, at the time of this agreement, appoint ROP Joint Board members in odd years shall appoint ESGVROPTC Joint Board members in odd years also (the term of office of Joint Board members appointed by Districts in odd years shall continue to expire in the next succeeding odd year). Any member whose term of office has expired shall continue to discharge the duties of his office until his successor has been appointed by the governing board of the school district. In the event of a vacancy, the governing board of the school district having the power of appointment shall fill the vacancy for the remainder of the unexpired term.

2. Scope of Powers. The Joint Board shall be wholly separate and apart from the governing boards of the Districts which are parties to this agreement and the ESGVROPTC shall be wholly separate and apart from said districts. The Joint Board shall have the power and authority to exercise any power common to the districts which are parties to this agreement

provided that the same are in furtherance of the objectives of this agreement as herein set forth.

a) Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the Joint Board shall be in accordance with the manner of exercising such powers by unified school districts, except as otherwise provided in this agreement.

b) The Joint Board shall enact and adopt appropriate rules and regulations not inconsistent with this agreement for the orderly transaction of its business.

3. Administrative and Support Services.

Pursuant to Government Code Section 6506, the Joint Board of Management shall provide all necessary administrative and support services to the ESGVROPTC.

4. Notices. The Joint Board shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate an officer or employee as the person authorized to receive same on behalf of the Joint Board.

5. Required Filings. Within thirty days after the effective date of this agreement, the Joint Board shall file the following:

a) With the Secretary of State, a copy of this agreement together with a Notice of Agreement as prescribed by Section 6503.5 of the California Government Code.

b) With the Secretary of State and the County Clerk of the Los Angeles County, a statement in accordance with the provisions of Section 53051 of the California Government Code.

6. Meetings. The Joint Board may hold special meetings and shall hold at least five regular meetings each year; the date, time and place for each such regular meeting shall be fixed annually by resolution by the Joint Board, which resolution shall be publicly posted for two weeks on one or more public bulletin boards throughout the area served by the ESGVROPTC, as the Joint Board may designate.

a) All meetings of the Joint Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Government Code Sections 54950, et seq., as such Act may be modified by subsequent legislation and as may be augmented by further rules of the Joint Board not inconsistent therewith.

b) The Joint Board shall keep or cause to

be kept Minutes of its meetings and shall promptly transmit to the governing board of each of the participating school districts hereto, true and correct copies of the minutes of such meetings.

7. Voting. The presence of a majority of the Joint Board Members shall be required in order to constitute a quorum for the conduct or transaction of business. Notwithstanding the presence of a quorum, no action of the Joint Board shall be valid unless adopted by majority vote of the full membership constituting the Joint Board.

/ / /

E. OFFICERS AND EMPLOYEES. The Joint Board shall annually elect a chairman from its members.

1. "Superintendent". The Joint Board may appoint and may fix and pay the compensation of a chief administrative officer to be known as the "Superintendent" , who shall not be a member of the Joint Board. The Superintendent shall serve as Secretary to the Joint Board.

a) Pursuant to Section 6505.1 of the California Government Code, the parties to this agreement hereby designate the Superintendent as the person having charge of and access to all property of the ESGVROPTC.

b) The Joint Board shall file and

maintain an official bond in an amount equal to twenty percent (20%) of the written budget of the ESGVROPTC as prescribed by Section 6505.1 of the California Government Code. Said bond shall cover the Superintendent of the ESGVROPTC, the Treasurer and the Auditor-Controller of the Joint Board and all persons who handle or have access to funds of the ESGVROPTC. Said bond shall protect the ESGVROPTC against the normally insured risks relating to mishandling or misappropriation of funds and property. The cost of said bond or bonds is to be charged against the ESGVROPTC funds.

2. Treasurer. The Treasurer of the Joint Board shall be the Treasurer of the ESGVROPTC in accordance with Section 6505.6 of the California Government Code who shall perform the duties and responsibilities set forth in Section 6505.5 of the California Government Code.

3. Auditor-Controller. The Auditor-Controller of the Joint Board shall be the Auditor-Controller of the ESGVROPTC and shall draw warrants to pay approved demands against the ESGVROPTC in accordance with Section 6505.6 of the California Government Code.

4. Other Officers and Employees. The Joint

Board may select any other officer or officers or employees and may retain the services of other organizations and individuals as said Board may deem necessary and appropriate.

F. FISCAL DUTIES AND RESPONSIBILITIES.

1. Handling of Funds. The Joint Board shall have authority and responsibility to receive, accept, and expend or disburse funds by contract or otherwise, for purposes consistent with the provisions hereof and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds. All expenditures of funds shall be authorized by the Joint Board.

2. Budget. The Joint Board shall annually, on or before May 1, prepare a budget showing each of the purposes for which the ESGVROPTC will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy of the budget shall be transmitted to each of the participating districts.

3. Apportionments for Regional Occupational Program. Retroactive to July 1, 1975, in compliance with Education Code Section 52321, the Joint Board shall receive in annual funds from each of the participating school districts an amount per unit of ROP Average

Daily Attendance equal to the revenue limit per unit of Average Daily Attendance of such district computed pursuant to Education Code Article 6 (commencing with Section 42230) of Chapter 3 of Division 16, or the foundation program of such district, whichever is lesser, plus any and all inflation allowances. The Joint Board shall credit all monies to an ESGVROPTC Fund.

4. Apportionments for Community Day School: The Joint Board shall develop policies and procedures for the apportionment of funding for the Community Day School. The Joint Board shall also establish policies and procedures setting forth the terms and conditions for member District participation in the Community Day School and regarding student attendance. All member Districts shall be eligible to participate in the Community Day School, subject to the aforementioned policies, regulations and procedures.

5. Contributions. Without in any way limiting the powers otherwise provided for in this Agreement, the Joint Board shall have the authority to receive, accept, and utilize the service of personnel offered by any of the parties to this Agreement, or their representatives or agents; to receive, accept and utilize property, real or personal, from any of the parties to this Agreement, or their agents or representatives; and to receive, accept, expend and disburse funds by contract or

otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any of the parties to this Agreement, or their agents or representatives.

6. Debts. The Joint Board shall exercise no authority to incur any obligations in excess of the funds which are appropriated annually to its use for the purpose of this program. The debts, liabilities, and obligations of the ESGVROPTC shall not be the debts, liabilities, and obligations of the parties to this agreement.

7. Audit. The fiscal transactions of the ESGVROPTC shall be audited by a firm of licensed certified public accountants to be selected and paid for by the Joint Board.

G. ADMISSION OF PUPILS TO ESGVROPTC. In the event the ESGVROPTC is unable to accommodate all of the applicants for enrollment meeting the eligibility requirements 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 ESGVROPTC in the same ratio as the prior year official October Report enrollment of 10<sup>th</sup> and 11<sup>th</sup> grade students of each school district bears to the total of all districts participating in this Agreement.

H. TERMINATION. Any party may withdraw from its status as a party to this Agreement at the end of any given 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 Joint Board, the discharge of any pending obligation it has assumed hereunder, and further provided that written notice of intention to so withdraw has been served upon the Joint Board no later than March 1 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.

I. CONTRIBUTION "IN KIND" FROM BALDWIN PARK UNIFIED SCHOOL DISTRICT AND WALNUT VALLEY UNIFIED SCHOOL DISTRICT. It is agreed by all participating districts, including Baldwin Park Unified School District and Walnut Valley Unified School District, that the sum of fifteen thousand dollars (\$15,000) is the reasonable, fair and equitable value of the contribution to be made by Baldwin Park and Walnut Valley to the ROP in the form of "in kind" services, supplies, equipment, or use of real or personal property, in lieu of a cash contribution, as a condition precedent to the creation or existence of a right on the part of Baldwin Park or Walnut Valley to share equally, or at all, with the other five enumerated participating districts in a division or distribution of the assets of the

ESGVROPTC in the event of its dissolution or upon the termination of this agreement.

Notwithstanding the provisions of Article "J" below, relating to "DISPOSITION OF PROPERTY AND FUNDS", until such time as the total value of "in kind" contributions made by Baldwin Park or Walnut Valley, respectively, to the ESGVROPTC equals \$15,000, Baldwin Park Unified School District **or Walnut Valley Unified School District**, respectively, shall not be entitled to share in any distribution or division of ESGVROPTC assets in the event of dissolution of the ESGVROPTC or termination of this agreement and the provisions of Article "J", below, shall not be applicable to said districts. Provided further, that in the event of a dissolution of the ESGVROPTC or termination of this agreement prior to such time as the total value of "in kind" contributions by Baldwin Park or Walnut equals \$15,000, said district shall not be entitled to any refund or reimbursement for any "in kind" contributions made up to the time of such dissolution or termination.

J. DISPOSITION OF PROPERTY AND FUNDS. In the event of the dissolution of the ESGVROPTC or in the event of a complete rescission or termination of this agreement by all districts then a party hereto, all inventory, equipment, funds or other assets remaining in the ESGVROPTC following a discharge of all obligations shall be disposed of as the Joint Board shall then determine for the purpose of returning (subject to Article "I", above) to each district which is then a party to this agreement, a proportionate return on the contributions made to the ESGVROPTC by such participating districts.

1. In the event a district withdraws from this agreement and desires to keep, maintain or operate any equipment, structure or other asset provided by the ESGVROPTC, the Joint Board shall (upon determining that such equipment, structure or other asset is no longer necessary to the continued operation of the ESGVROPTC) determine the reasonable value of same and shall fix the amount of reimbursement to be paid by the withdrawing district, subject to such offset or adjustment to be credited for the district's contribution toward the original acquisition cost, as the Joint Board shall determine to be fair and reasonable.

2. In the event an ESGVROPTC class is terminated in a particular district and said district desires to keep, maintain or operate any equipment, structure or other asset provided by the ESGVROPTC, the Joint Board shall (upon finding that the equipment, structure or other asset is no longer necessary for the continued operation of the ESGVROPTC) fix the amount of reimbursement to be paid by the district and shall determine the form of such reimbursement, whether to be made in cash or "in kind".

K. AMENDMENTS. This Agreement may be amended by a majority

vote of the participating districts then represented on said Joint Board according to the procedures of the governing boards of such districts, provided that any amendment is to further carry out the educational and vocational missions of the member districts. Any such amendment shall be effective upon the date of final execution thereof by a majority of all of the districts then represented on said Joint Board.

L. SEVERABILITY. Should any portion, term, condition or proviso 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 be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

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

On the 27th day of July, 1999 by. . .

Approved by JBM: 10/28/99

C:\DATA\ROP\JPAfinal.DOC