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BELLFLOWER UNIFIED SCHOOL DISTRICT/  
LYNWOOD UNIFIED SCHOOL DISTRICT  
REGIONAL OCCUPATIONAL PROGRAM  
JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into pursuant to the provisions of Title 1; Division 7, Chapter 5, Article 1 (sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties:

Bellflower Unified School District  
Lynwood Unified School District

(Hereinafter, the above-named school districts shall be referred to as "participating districts".)

RECITALS

A. Education Code sections 52300 et seq., provide for the establishment and maintenance of regional occupational programs.

B. The participating districts have determined and hereby declare that it is in their best interests that they join together to maintain a separate legal entity to accomplish the purposes thus declared by the Legislature and to such purposes may hereinafter be amended by the Legislature and to accomplish the purposes hereinafter set forth.

C. In addition to the objective of carrying out the intent of the Legislature, as declared in sections 52300 et seq. of the Education Code, it is the purpose of the participating districts to provide for the maintenance of a Regional Occupational Program as follows:

(i) The primary purpose of the Bellflower/Lynwood Regional Occupational Program is to provide Career and Technical Education programs to high school students, age 16 or older, a minimum enrollment in the 11<sup>th</sup> grade, and who reside within one of the two participating JPA school districts. Students who are under age 16 or enrolled in grade 10 may also participate in ROP Career and Technical Education programs located at the JPA high school campuses provided that enrollment does not deny admission or displace students in grades 11 and 12 that would otherwise participate in such programs. Additionally, students who are less than 16 years of age and have an individualized education plan, may also participate in high school ROP programs as a part of a comprehensive high school plan approved by the site administrator, and the student's parent or guardian.

(ii) The Bellflower/Lynwood Regional Occupational Program may also provide training for persons who are not concurrently enrolled in high school who will profit from the instruction. These individuals shall pay the established fee for such programs.

(iii) It is not the purpose of the Regional Occupation Program to provide a separate technical or continuation high school or a separate high school of any kind, and in accordance with that policy, the Regional Occupational Program shall not issue diplomas of high school graduation. The Regional Occupational Program shall provide occupational training in support and augmentation of programs offered by high schools located within the participating districts. Such occupational training to be conducted at satellite locations using community and/or school sites.

(iv) Upon request, the Regional Occupational Program shall make available to participating district schools occupational guidance and counseling information and services.

NOW THEREFORE, the participating districts mutually agree as follows:

1. Term of Agreement. This agreement shall be effective December 1, 2015, and shall continue in effect until lawfully terminated. In the event of a reorganization of one or more of the participating districts, the successor in interest of successors in interest to the obligations of any such reorganized district shall be substituted as a party or as parties to this agreement.

2. Establishment and Name of Regional Occupational Program. A separate joint powers entity is hereby created and shall hereinafter be designated as the Bellflower/Lynwood Regional Occupational Program (hereinafter referred to as "Regional Occupational Program").

3. Governing Board. The Regional Occupational Program shall be governed by a board (hereinafter referred to as "Governing Board") consisting of two board members from each of the participating districts. The governing board of each participating district shall appoint two members from their respective boards to serve as members of the Governing Board. The term of appointment shall be for two years and may be renewed for additional two year terms by the appointing board.

4. Scope of Powers. The Governing Board shall be wholly separate and apart from the governing boards of the participating districts and the Regional Occupational Program shall be wholly separate and apart from said districts. The Governing Board shall have the power and authority to exercise any power common to the participating districts, provided that the same are in furtherance of the objectives of this Agreement as contained in the recitals set forth above.

(a) For purposes of this agreement, "fiscal year" shall mean for the period from July 1 to and including the following June 30. The powers and authority of the Governing Board shall continue until termination of this Agreement. As of June 30, 2018, and at the end of any subsequent fiscal year, any party may withdraw from its status as a party to this Agreement, provided that at such time said party has either discharged or has arranged to the satisfaction of the remaining members of the Governing Board for 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 Governing

Board no later than twelve (12) months prior to the end of such fiscal year when withdrawal is to become effective.

(b) Pursuant to section 6509 of the Government Code of the State of California, the exercise of the aforesaid powers of the Governing Board shall be in accordance with the manner of exercising such powers by a unified school district having the same status as the Bellflower Unified School District and the Lynwood Unified School District both of Los Angeles County, except as otherwise provided in this Agreement.

5. Notices. The Bellflower Unified School District office address of 16703 South Clark Avenue, Bellflower, Los Angeles County, California, 90706, shall be considered the location at which the Regional Occupational Program will receive notices, correspondence, and other communications, and shall designate the president or president's designee as the officer for the purpose of receiving service on behalf of the Governing Board. The Governing Board shall comply with provisions of section 53051 of the Government Code requiring the filing of a statement with the Secretary of State and with the Clerk for the County of Los Angeles.

6. Notices to the Lynwood Unified School District shall be sent to the district office at 11321 Bullis Rd. Lynwood, CA 90262 addressed to the attention of the Superintendent of Schools.

7. Meetings. The Governing Board may hold special meetings and shall hold at least one regular meeting each month, except when the Board and Chief Executive Officer agree that there is not sufficient business to justify a monthly meeting. All meetings of the Board 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 Government code, or as said Chapter may be modified by subsequent legislation and as may be augmented by further rules of the Governing Board not inconsistent therewith. Except as otherwise provide or permitted by law, all meetings of the Governing Board shall be open and public. The Governing Board shall cause to be kept minutes of its meetings and shall promptly transmit to each participating district governing board true and correct copies of the minutes of such meetings.

8. Voting. The presence of a majority of the members of the Governing Board shall be required in order to constitute a quorum necessary for the transaction of business of the Governing Board. No action of the Governing Board shall be valid unless a majority of all members constituting the Governing Board concur therein by their votes.

9. Officers and Employees. The Governing Board shall annually elect a president, vice president and clerk from its members. The Governing Board shall appoint and shall fix and pay the compensation of a chief executive officer, who shall not be a member of the Governing Board, but who shall serve as Secretary to the Governing Board. The treasurer and auditor-controller of the Governing Board shall be the Treasurer and Auditor-Controller, respectively, of the County of Los Angeles. For the achievement of

the purposes set forth herein, the Governing Board shall have all of the powers of a unified school district having the status of the Bellflower Unified School District of Los Angeles County, to appoint any other officers or employees and to employ or retain the services of other organizations and individuals, as it may deem necessary or appropriate, and to fix and pay their compensation. The employees and officers of said Governing Board shall not be deemed to be employees or officers of any of the participating districts unless otherwise designated and approved by the Governing Board.

10. Funds and Expenditures.

(a) The Governing Board shall have all powers and authority vested in a unified school district having the same status as that of the Bellflower Unified School District of Los Angeles County to receive, accept, 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.

(b) Without in any way limiting the powers otherwise provided for in this Agreement, the Governing Board shall have the power and authority to receive, accept, and utilize the services of personnel offered by any of the participating districts, their representatives, or agents; to receive, accept and utilize property, real or personal, from any of the participating districts, their representatives, or agents; to receive, hold, dispose of, construct, operate, and maintain buildings and other improvements; 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 participating districts, their representatives, or agents.

(c) The Governing Board shall annually, by the date specified by law, adopt a budget showing each of the purposes for which the Regional Occupational Program will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year.

(d) The parties, following the establishment of the JPA, will annually and as needed agree in writing upon the funding from each District.

Bellflower Unified School District and Lynwood Unified School District will utilize their Student Information Systems for attendance purposes. Bellflower Unified School District will provide the following services: technology, payroll, maintenance and operations, custodial, campus supervision, and purchasing for the Regional Occupational Program.

If additional monies are required from individual districts beyond the base funding allocation of 2015-2016, the Regional Occupational Program Governing Board shall notify the appropriate participating district as to the amount of additional support money required to meet the anticipated costs of educating students attending the Regional Occupational Program. If additional support money is approved by the participating school district, the participating school district shall authorize the payment of additional funds to the Regional

Occupational Program. If the additional funding request is denied, it may be necessary for the Regional Occupational Program to reduce course offerings in that district.

(e) The Bellflower Unified School District shall be appointed as the Administrative Agency to receive other funds for which the Regional Occupational Program is or may become eligible which are not apportioned to the participating districts on the basis of average daily attendance.

(f) It is understood that, if at any time during the term of this Agreement a change in State law brings about a substantive change in public school finance, the Governing Board shall expeditiously review the effects on funding of the Regional Occupational Program and may approve appropriate amendments for ratification by the participating districts.

11. Disposition of Property and Funds. In the event of the dissolution of the Regional Occupational Program or the complete revision or other final termination of this Agreement by all participating districts or other agencies than a party hereto, any property interest remaining in the Governing Board following a discharge of all obligations of the Governing Board shall be disposed of as the Governing Board shall then determine with the objective of returning to each participating district, or other agency which is then or was theretofore a party to this Agreement, a proportionate return on the contributions made to such properties by such parties. 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 the Regional Occupational Program nor a termination of this Agreement.

12. Amendments. This Agreement may be amended by a unanimous vote of the participating districts then represented on said Governing Board according to the procedures of the governing boards of such participating districts, provided that any amendment is to further carry out the purposes of legislation applicable to such a regional occupational program. Any such amendment shall be effective upon the date of final execution thereof by all of the parties then represented on said Governing Board.

13. Audit. The fiscal transactions of the Regional Occupational Program shall be audited annually by a firm of licensed certified public accountants to be selected and paid by the Regional Occupational Program Governing Board. Audit shall be under the JPA control and conducted in line with the requirements of the State of California.

14. Insurance. The Regional Occupational Program Governing Board shall provide necessary insurance to provide coverage in accordance with state law in regards to liability. Notwithstanding the provisions of Education Code section 51769, it shall be the responsibility of the Regional Occupational Program, rather than the parties, to provide workers' compensation insurance coverage to students who are receiving community

classroom and internship training through the Regional Occupational Program.

15. Severability. Should any portion, term, condition, or provision of the Agreement be decided 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 or the remaining portions, terms, conditions, and provisions, shall not be affected thereby.

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

On this 11 day of December, 2015, by Bellflower Unified School District, Los Angeles County

By 

On this 14th day of December, 2015, by Lynwood Unified School District, Los Angeles County

By 