

JOINT POWERS AGREEMENT
WHITTIER AREA COOPERATIVE SPECIAL EDUCATION PROGRAM
AGREEMENT

This AGREEMENT made and entered into by and between the East Whittier City School District of Los Angeles County, the El Rancho Unified School District of Los Angeles County, the Little Lake City School District of Los Angeles County, the Los Nietos School District of Los Angeles County, the South Whittier School District of Los Angeles County, the Whittier City School District of Los Angeles County and the Whittier Union High School District of Los Angeles County, in the County of Los Angeles, State of California, on the date of the last signator hereto,

WITNESSETH

The parties hereto have heretofore operated a cooperative special education program for individuals with exceptional needs and by this agreement do desire to clarify their rights and obligations with respect to one another for the continued education and maintenance of a program of special education for persons with exceptional needs pursuant to California Education Code Section 56205, *et seq.*, and Section 56195.7.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth the parties hereto do hereby agree as follows:

1. NAME

The parties do hereby associate themselves as members of the Whittier Area Cooperative Special Education Local Plan Area (SELPA) under the name of WHITTIER AREA COOPERATIVE SPECIAL EDUCATION PROGRAM, hereafter WACSEP.

2. FUNCTIONS OF WACSEP

The functions of WACSEP are:

- A. To provide a system for the establishment, operation and maintenance of programs for the education of individuals with exceptional needs as part of and in augmentation and further development of the various programs of education conducted by the respective school districts.
- B. To provide a system whereby pupils of the districts which are parties to this agreement may attend the programs for individuals with exceptional needs which are operated by one or more of the participating parties.
- C. To receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any governmental entity.

3. TERM OF AGREEMENT

This Agreement shall become binding on all of the parties hereto upon approval of $\frac{2}{3}$ of the school districts designated herein as parties to this Agreement as attested by the signatures of the designated representatives of such districts and shall be binding upon all parties to this Agreement. This Agreement shall continue in effect until terminated as

provided herein. Additional agencies may enter into this Agreement as hereinafter provided. In the event of a reorganization of one or more of the parties to this Agreement, the successor in interest or successors in interest to the obligations of any such reorganized district shall be substituted as a party or as parties to this Agreement.

4. MEMBERSHIP

All public education agencies located in the County of Los Angeles, State of California, are eligible for membership in WACSEP and, upon becoming members, each additional member shall be entitled to all the rights, duties and privileges of a member and shall be subject to all of the obligations of a member.

- A. After June 30 and before January 1 of any fiscal year, any public educational agency within the County of Los Angeles, State of California, may join WACSEP upon application if its governing board, or in the event the County, upon joint application of the County Board of Education and of the Superintendent of Schools of Los Angeles County provided that approval of such membership is made by $\frac{2}{3}$ of the then existing parties to this Agreement, approval of membership of a prospective member by the applicable agency or agencies then required by law to give such consent, execution of this Agreement by the prospective member and compliance by the prospective member, with any conditions which may be imposed upon membership by the Joint Powers Board. Membership shall be effective on the following July 1 unless the Joint Powers Board shall authorize another date. Any policies and procedures associated with membership will be followed if approved by $\frac{2}{3}$ of the then existing Joint Powers Board members.

5. BOARD OF DIRECTORS

- A. WACSEP shall be under the direction and control of a Board of Directors hereinafter referred to as the Joint Powers Board (JPB).
- B. Each Superintendent of WACSEP member districts shall be the designated representative to the JPB. Each Superintendent may designate one alternate in writing. Said alternate must be an employee of the district and shall serve at the pleasure of the member by whom appointed them. Only the designated representative or designated alternate may represent districts. The designated representatives and designated alternate may invite members of their agencies' staffs or consultants to attend meetings of the JPB in an advisory capacity only.
- C. Each member shall have one vote, which may be cast only by the designated representative who is in physical attendance or by the designated alternate who is in physical attendance if the designated representative is absent. No proxy or absentee votes shall be permitted. The presence of two-thirds of the JPB shall be required in order to constitute a quorum for the conduct or transactions of business. Unless otherwise specified herein a vote of the majority of the members of the JPB shall be sufficient to constitute action, provided that a quorum is present, except as otherwise specifically provided in this agreement.

- D. The JPB shall conduct at least eight regular meetings annually and any other special or adjourned special meetings as deemed necessary. The date, time and place for each such regular meeting shall be fixed by resolution of the JPB and a copy of such resolution shall be filed with each public educational agency then a member of WACSEP. All meetings of the JPB shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Sections 54950 *et seq.* of the California Government Code), as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the JPB not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the JPB shall be open and public and shall be conducted in such public building or other public place as may be designated by the JPB. The JPB shall cause to be kept minutes of its meetings, and shall, as soon as possible after approval by JPB, be publicly posted on the WACSEP website.
- E. The JPB may appoint and dissolve working committees from its active membership or by contracting for services of others in keeping with the Cooperative Agreement.
- F. The JPB shall annually elect a chairperson and vice chairperson. The JPB shall designate a chief executive officer to be known as the SELPA Executive Director. The Executive Director shall not be a member of the JPB, but shall serve as secretary.
- G. The JPB, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate its chairman as an officer for the purpose of receiving service on behalf of the JPB.
- H. No one serving on the JPB shall receive any salary or compensation from WACSEP.
- I. Subject to the requirements of law respecting the relationship of the responsible local agency and WACSEP, the JPB shall be responsible for establishing policies concerning the establishment and operation of the program and the admission and discharge of students to the program. It shall be responsible for supplying the parties to this agreement with all information necessary to enable such parties to comply with all laws and regulations affecting individuals with exceptional needs and concerning all county, state and federal laws and regulations relating to the administration and operation of this program, as well as the policies, regulations and procedures established by this board.
The JPB shall have the power to establish rules and regulations, policies and procedures to administer the purposes of this program and shall have such other powers as is not inconsistent with or contrary to the laws of the State of California or this agreement in order to carry out its responsibilities under this agreement.
- J. JPB responsibilities shall include but not be limited to:
 - a. Taking action to approve or deny Special Education Local Plan Area (SELPA) policies, administrative regulations, resolutions, and local

interagency agreements for the management and implementation of special education programs and services within the SELPA. Review, approve and monitor all budgets assigned to the SELPA.

- b. Recruitment, selection, and evaluation, supervision of the SELPA Executive Director.
- c. Establish and promote a Community Advisory Committee (CAC).
- d. Review and consider comments from the CAC.
- e. Take action to approve or deny annual serve and budget plans and revisions to those plans.
- f. Review and approve requests for program transfers.
- g. Review and approve any changes in the income distribution model for the distribution of federal, state, and local funds allocated for special education program.
- h. Entering into written agreements pursuant to California Education Code Section 56195.7, including but not limited to, the Local Plan and SELPA Guidelines, which are incorporated into this Agreement by reference.

6. OFFICERS

- A. The officers of WACSEP and the JPB shall annually be elected by the JPB. The principal officers shall be a Chairperson and a Vice Chairperson and shall serve without compensation. Any person elected as an officer may be removed at any time, with or without cause by the JPB, and all vacancies, however arising, may be filled at any time by the affirmative vote of a majority of the JPB.
- B. The Chairperson shall see that all orders and resolutions of the JPB are carried into effect and shall be a member of all committees appointed by the JPB. The Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the JPB.
- C. The Vice Chairperson shall have such powers and perform such duties as maybe prescribed from time to time by the JPB or the Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall be vested with all the powers and authorized to perform all the duties of the Chairperson.

7. SELPA EXECUTIVE DIRECTOR

- A. The position of chief executive officer of WACSEP and the JPB shall be designated by the JPB as the "SELPA Executive Director" , and shall be appointed and employed by the Administrative Unit for a term and salary to be decided by the JPB. The Executive Director shall not be a member of the JPB, but shall serve as secretary to the JPB.
- B. The duties of the Executive Director shall include, but are not limited to:
 - a. Coordinating the implementation of all components of the Local Plan.
 - b. Preparing and implementing Annual Budget and Service Plans.
 - c. Developing, implementing, supervising, and evaluating regionalized services.

- d. Overseeing the recruitment, supervision, and evaluation of SELPA staff.
 - e. Developing and implementing policies, procedures, and local agreements that will ensure that all students are provided with a free and appropriate public education (FAPE).
 - f. Developing and maintaining interagency agreements with Eastern Los Angeles Regional Center, and others as needed to ensure a full range of special education programs and services.
 - g. Ensuring appropriate use of federal, state, and local funds allocated for special education.
 - h. Compiling data, and preparing program and fiscal reports required by the LEA, SELPA, and State Department of Education.
 - i. Developing and implementing a plan for personnel development, including training of staff and parents.
 - j. Providing technical assistance and consultation to LEAs in all areas of special education, including compliance and due process procedures.
 - k. Establishing and maintaining a positive relationship with all members of the SELPA.
 - l. Informing the LEA superintendents of the status of the special education programs.
 - m. Serving as secretary of the JPB and CAC.
- C. The Director shall be evaluated by the JPB on an annual basis.

8. ADMINISTRATIVE UNIT

- A. The Administrative Unit, hereinafter referred to as the "AU" , is the agency whose duties shall include, but are not to be limited to, serving as the employing agency for WACSEP certificated and classified personnel, providing administrative support, coordinating implementation of the local plan and receiving and distributing funds generated by participating districts pursuant to California Education Code Section 56205 including instructional personnel service units, support services, and regionalized services, and receiving and maintaining accountability for fiscal and accounting records in accordance with federal and state requirements and submitting reports to appropriate authorities.
- B. The AU shall be designated by the JPB by a two-thirds ($\frac{2}{3}$) vote of the JPB and the consent of a majority of the members of the Governing Board of the AU.
- C. All employees of WACSEP shall be employees of the AU solely for the convenience of WACSEP and the local member districts.
- D. The AU shall be responsible for contracting on behalf of WACSEP in furtherance of this agreement. The AU shall be reimbursed for the cost of all contracts entered into on behalf of WACSEP.
- E. The AU shall be entitled to a reimbursement in a sum to be agreed upon by the AU and JPB for the administration of WACSEP.

9. COMMUNITY ADVISORY COUNCIL

- A. A Community Advisory Council, hereinafter referred to as "CAC" shall be established.
- B. The CAC shall be composed of parents of individuals with exceptional needs enrolled in public or private, non-sectarian schools, other parents of pupils enrolled in school, individuals with exceptional needs enrolled in special education programs, regular classroom teachers, special education teachers and other school personnel, representatives of other public and private agencies, and persons concerned with the needs of individuals with exceptional needs. At least the majority of such committee shall be composed of parents of pupils enrolled in schools located within the geographic area of WACSEP, and at least a majority of the parents shall be parents of individuals with exceptional needs.
- C. The responsibilities of the CAC shall include, but need not be limited to the following:
 - a. Advising the JPB regarding the development, amendment, and review of the local plan.
 - b. Assisting in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the plan.
 - c. Encouraging community involvement in the development and review of the plan.
 - d. Supporting activities on behalf of individuals with exceptional needs.

10. WITHDRAWAL OR EXPULSION

- A. 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 JPB, 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 JPB no later than October 15 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.
- B. Any member may, at any time, be removed from membership in the Cooperative by a vote of two-thirds ($\frac{2}{3}$) of the member districts. Such removal from membership shall operate to terminate the Agreement as to such party.
- C. Any withdrawal or expulsion is subject to provisions of law regarding the membership of a Special Education Local Plan Area.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated effective at the end of any fiscal year by the affirmative action of two-thirds ($\frac{2}{3}$) of the then participating member districts; provided, however, that WACSEP and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind

up the affairs of WACSEP. Any termination is subject to provisions of law regarding the membership of a Special Education Local Plan Area.

12. REPLACEMENT OF PRIOR AGREEMENT

This Agreement replaces any and all previous JPA agreements entered into by the parties in their entirety and rescinds all obligations under any and all previous JPA agreements.

13. DISPOSITION OF PROPERTY AND FUNDS

- A. In the event of termination hereinabove provided the complete rescission or other final termination of this Agreement, any property interest remaining in WACSEP following a discharge of all obligations, shall be disposed of as the JPB shall then determine with the objective of returning to each 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.
- B. In the event a district withdraws or is expelled from this Agreement and desires to keep, maintain and operate any equipment or structure owned by WACSEP, the JPB shall determine the reasonable value of such equipment or structure 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 share of the original acquisition cost of such equipment or structure as the JPB shall determine to be fair and reasonable.

14. AMENDMENTS

- A. Amendments to this Agreement may be proposed by any designated representative of the JPB or any member district. The proposed amendment shall be referred to the JPB for its consideration. JPB shall notify each member of the proposed amendment.
- B. All amendments must be approved by a two-thirds ($\frac{2}{3}$) vote of the members of the JPB and governing boards of member districts before the amendment shall become effective. Such amendments shall be binding upon all members of WACSEP. The effective date of any amendment will be on July 1 following adoption, unless otherwise stated, in the proposed amendment.

15. SEVERABILITY

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

16. LIABILITY

- A. Pursuant to the provisions of Sections 895, *et seq.* of the California Government Code, the members are jointly and severally liable upon any liability which is

otherwise imposed by law upon any one of the members or upon WACSEP for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. If a member of WACSEP is held liable upon any judgement for damages caused by such an act or omission in excess of its pro rata share, such member of WACSEP is entitled to contribution from each of the other members that are parties to the Agreement. A member's pro rata share shall be determined by the JPB in a fair and equitable manner.

- B. WACSEP may insure itself, to the extent deemed necessary by the JPB, against loss, liability and claims arising out of or connected with this Agreement.
- C. Local member districts may insure themselves against loss, liability and claims arising out of or connected with this Agreement.

17. ENFORCEMENT

The Joint Powers Board is hereby given exclusive authority to enforce this Agreement. In the event suit is brought upon this Agreement by the JPB against any party to this Agreement, and judgment is recovered against a member, the member shall pay all costs incurred by the JPB in such suit, including reasonable attorney's fees as fixed by the Court.

18. DEFINITIONS

Unless the context requires otherwise, the terms used herein shall have the following meanings:

- A. WACSEP - The Whittier Area Cooperative Special Education Program which includes all special education programs and services under this Agreement.
- B. Joint Powers Board (JPB) - Directors of WACSEP established by this Agreement to direct and control WACSEP.
- C. Member - An individual school district, the County Board of Education or County Superintendent of Schools, which belongs to WACSEP.
- D. AU - The Administrative Unit which is the agency responsible for the distribution of funds and the employment of WACSEP office staff. The AU will be designated as provided in this Agreement.
- E. WACSEP Office - The location where employees of WACSEP are assigned. The function of this office is the coordination of districts providing special education programs and services through WACSEP.
- F. Director - The SELPA Executive Director who is the chief executive officer of the JPB and has the responsibility for directing the provision of special education programs and services through WACSEP as provided in this Agreement.
- G. WACSEP CAC - The Whittier Area Cooperative's Community Advisory Council for Special Education. Parents, staff and community representatives from all participating districts are represented on this Council, as provided in this Agreement.
- H. Fiscal Year - The period from July 1 up to and including June 30 of the following year.

- I. Individuals with Exceptional Needs - All pupils who come in within the definition of Education Code Section 56026.

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

Approved by the Joint Powers Board for the Whittier Area Cooperative Special Education Program on _____.
(date)

JPB Chairperson

Approved by the Board of Education for the East Whittier City School District on _____.
(date)

Superintendent

Approved by the Board of Education for the El Rancho Unified School District on _____.
(date)

Superintendent

Approved by the Board of Education for the Little Lake City School District on _____.
(date)

Superintendent

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Approved by the Board of Education for the Los Nietos School District on

_____.

(date)

Superintendent

Approved by the Board of Education for the South Whittier School District on

_____.

(date)

Superintendent

Approved by the Board of Education for the Whittier City School District on

_____.

(date)

Superintendent

Approved by the Board of Education for the Whittier Union High School District on

_____.

(date)

Superintendent