



## **JOINT POWERS AGREEMENT**

In consideration of the mutual covenants hereinafter set forth, that certain JOINT POWERS AGREEMENT entered into by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, the BREA OLINDA UNIFIED SCHOOL DISTRICT, the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, the PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT and the LOS ALAMITOS UNIFIED SCHOOL DISTRICT to establish a Regional Occupational Program in the North Orange County Region comprising the same geographic area as said school districts hereby their JOINT POWERS AGREEMENT effective July 1, 2021, as follows:

### WITNESSETH:

WHEREAS, it is to the mutual benefit of the school districts participating herein and in the best interest of the public for said participating school districts to establish a Joint Powers Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, due to the results of the survey specified in the Section 52302 of the Education Code of California, the school districts participating herein have determined that there is a need to broaden career technical education in said North Orange County Region and for a Regional Occupational Program and instructional facilities to be made available therein; and

WHEREAS, the development, organization, and implementation of such a program is of such magnitude that it is necessary for the participating school districts to join together in this Joint Powers Agreement in order to accomplish the purpose hereinafter set forth; and

WHEREAS, the school districts participating in this Joint Powers Agreement are legally authorized under Sections 52300 et seq. of the Education Code of California to perform the functions relative to career technical education hereinafter set forth; and

WHEREAS, in enacting said statutes the California Legislature recognized that career technical education programs might achieve great flexibility of planning, scope, and operation by the conduct of such programs in a variety of physical facilities at various training locations; and

WHEREAS, it was the further intent of the California Legislature that Regional Occupational Programs provide career technical education instruction related to the attainment of skills so that trainees are prepared for gainful employment in the area for which training was provided, or are upgraded, so they have the higher level skills required because of new and changing technologies or so they are prepared for enrollment in more advanced training programs;

NOW, THEREFORE, the parties mutually agree as follows:

1. EFFECT AND TERM OF AGREEMENT: This Joint Powers Agreement shall become effective and binding upon the five participating school districts. All previous agreements between the parties shall be canceled and superseded by this Joint Powers Agreement upon execution hereof by the duly authorized representatives of each of said school districts and approval hereof by the Orange County Superintendent of Schools and the State Board of Education. This Agreement shall continue in effect until terminated as hereinafter provided.

Additional school districts may enter into this Agreement as participants subject to approval and conditions agreed upon by the requesting school district, the participating school districts, and approved by the Orange County Superintendent of Schools, and the State Board of Education.

2. ESTABLISHMENT AND NAME OF PROGRAM: A separate joint powers entity is hereby established and is named and shall hereafter be known as the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM, herein referred to as the "PROGRAM."
3. PURPOSE OF PROGRAM: The purpose of the PROGRAM, acting under the governance of its Board of Trustees, shall be to determine the career technical education needs of the participating school districts and to develop and maintain a Regional Occupational Program to serve those needs.
4. BOARD OF TRUSTEES: The PROGRAM conducted under this Agreement shall be governed by a Board of Trustees, hereinafter referred to as the "Board." The Board shall consist of seven members, including one duly designated representative of each of the unified school districts participating in the Agreement and two duly designated representatives of each of the union high school districts participating in this Agreement. The Board shall be responsible to the participating school districts for program development, policy formulation, and program implementation to meet the career technical education needs of said school districts.
  - (a) Officers of the Board: The Board, at its initial and subsequent organizational meetings, shall elect from its membership a President and a Vice President/Clerk who shall serve for concurrent terms of one year or until the election of their successors. The Superintendent of the PROGRAM shall be the Secretary of the Board.
  - (b) Term of Office: Each member of the Board shall serve for a term of four years, except as hereinafter provided. A member of the Board may be appointed to serve successive terms.

The terms of office of members of the Board shall be staggered. The three-four year terms which commenced on April 1, 1975, shall have successive four-year terms commencing in December 1979. The three two-year terms which commenced on April 1, 1975, shall have subsequent four-year terms expiring in December 1981, with successive four-year terms thereafter.

The first term of office of the member of the Board from the LOS ALAMITOS UNIFIED SCHOOL DISTRICT shall commence on July 1, 1980, and expire in December 1983, with successive four-year terms thereafter.

Interim vacancies on the Board shall be filled by the appropriate school district for the balance of the unexpired terms. In the event, legislation is enacted changing the month of the year during which school districts shall hold their annual organizational meetings, the terms of office of all members of the Board shall be extended to the newly-designated month of the following year.

- (c) Statement of Facts: As provided in Section 53051 of the Government Code of California from time-to-time the Board shall file a required Statement of Facts with the Secretary of State and with the Orange County Clerk.
- (d) Meetings: An organizational meeting of the Board will be held each year during the same month as the annual organizational meetings of the participating school districts, but subsequent thereto. At the organizational meeting, the Board shall adopt a calendar of its regular meetings for the ensuing year. The hour, time and place of such regular meetings shall be fixed by the Board.

The Board shall hold special meetings when deemed necessary.

All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of, The Ralph M. Brown Act, Chapter 9 (Sections 54950 et seq.) of the Government Code of California, as amended, or in such manner not inconsistent therewith as may be determined by the Board from time-to-time.

Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall cause minutes of its public meetings to be kept and shall promptly transmit to the governing board of each of the participating school districts true and correct copies of the minutes of such meetings.

- (e) Quorum: Four or more members of the Board shall constitute a quorum for the conduct or transaction of business of the Board.
- (f) No action of the Board shall be valid unless a majority of the Board members constituting all of the membership of the governing board concur therein by their votes.
- (g) Alternates: Each of the five participating school districts shall designate an alternate representative of the district for each regular representative who is duly designated by it to serve as a member of the Board. Such designation shall be filed in writing in the office of the Secretary of the Board. If any such regular representative is absent from any meeting or meetings of the Board, the designated alternate for such absent representative may attend such meeting or meetings and during same shall have the same rights, duties and privileges as the absent representative of such district would have if present, except that such alternate shall not then succeed to any office on the Board, which such absent representative then holds.

5. SUPERINTENDENT

- (a) Responsibilities: The Superintendent of the PROGRAM shall be employed by the Board and shall be responsible to the Board for the development and operation of the PROGRAM in accordance with Board policies and all applicable laws, rules, and regulations.
- (b) The Superintendent will be responsible for adhering to the Professional Governance Standards as delineated in Board Policy 2412 (a).

6. POWERS OF THE PROGRAM: Subject to the restrictions set forth in this Agreement or otherwise imposed by the participating school districts or by law, the PROGRAM shall have the following powers: To make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain, use, and operate any building, works or improvement, and to acquire, hold, lease or dispose of real and personal property.

7. OPERATION OF SPECIFIC PROGRAMS: The Board shall adopt specific programs to carry out the functions set forth in Sections 52300 et seq. of the Education Code of California as amended from time to time.

As provided in Section 52305 of the Education Code of California, specific programs may be established pursuant to Section 52301 of said code to provide day, including Saturday and Sunday, and evening full-time and part-time career technical education programs for minors and adults, the year around. Career technical training programs may include the establishment and operation of a sheltered workshop. The PROGRAM may also establish and operate such business, commercial, trade, manufacturing, or construction activities as will best serve the aims and purposes of career technical education. Such activities may include the sale of products or services to private or public corporations or companies, or to the general public.

The PROGRAM may establish and operate, fee-based, career technical education programs to adult students and other out of district high school students.

8. PUPIL TRANSPORTATION: The Board may provide transportation for pupils assigned to or enrolled in the PROGRAM.

9. FISCAL DUTIES AND RESPONSIBILITIES: The Orange County Department of Education is designated as the depositary and custodian of all monies of the PROGRAM.

Any and all expenditures of such money shall be authorized by the Board.

The Board shall exercise authority to incur obligations in excess of the funds which are appropriated annually for use by the PROGRAM in accordance with AB 1200.

The Board shall make an annual fiscal report to each participating school district, accounting for all PROGRAM receipts and disbursements. Such report shall be made within 100 days after the end of each fiscal year.

- (a) Budget: The Board shall adopt a budget for each fiscal year which is prepared in accordance with the applicable provision of the Education Code of California. The proposed budget shall be prepared under the direction of the Superintendent of the PROGRAM in cooperation with

the participating school districts. Such budget shall reflect the career technical education needs of the participating school districts as determined by the Board.

- (b) Operating Funds from Participating School Districts: The PROGRAM (in an amount as determined by Appendix A), shall receive annual operating funds from each of the participating districts class periods offered zero through seventh periods at the participating school district school site.

Beginning in the 2019-2020 school year, any funded COLA increase applied to the district's base grant shall also be applied to the PROGRAM'S section costs or such greater amount as all of the participating school districts may agree to provide for the operation of the PROGRAM from time to time.

In the event of any major funding changes (including deficits, deferrals, or funding reductions) the parties agree to meet and review the impact to the JPA and to the districts to determine if changes to the agreement should be made.

Notification of class section reductions shall be made and provided in writing to the PROGRAM by February 15, preceding the fiscal year the reductions will be implemented. All districts will be notified of changes to the section count of each district by March 15.

- (c) Audit: The Board shall require the books and accounts of the PROGRAM to be audited at least annually in the manner provided by law.
  - (d) Employee Bonding: The Board may require each employee of the PROGRAM, whose duty it is to handle funds of the PROGRAM, to be bonded under a suitable bond indemnifying the PROGRAM against loss. Such bond may be a name schedule bond, schedule position bond, or blanket bond, and shall be in such amount and type as the Board shall consider necessary and desirable. The Board shall pay from the funds of the PROGRAM the cost of the premium necessary to provide the bond.
  - (e) Other Funding: The Board shall have the authority to contract for funds for the PROGRAM to be used in any manner consistent with the purposes and provisions of this Agreement. As provided by law, the Board shall have the power and authority to receive, accept and utilize all funds and property, whether from private or public agencies.
  - (f) Contributions: The Board shall have the authority to accept and utilize personal services offered by individuals, organizations or agencies, including any participating school district, and to accept and utilize property, real, personal or mixed, offered by any individuals, organizations, or agencies, including any participating school district. Such authority shall be exercised in a manner which is consistent with law and the purposes and provisions of this Agreement.
10. LIABILITY INSURANCE: The PROGRAM 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 PROGRAM, rather than the Districts, to provide Workers' Compensation insurance coverage to students who are receiving community classroom and internship training through the PROGRAM.

The Districts shall, at their own expense, carry sufficient insurance to ensure against liabilities, errors, and omissions arising out of its performance. The Districts shall, at its own expense, obtain and maintain in force during the term of this Agreement the following insurance: (1) a policy of comprehensive single-limit general liability insurance, insuring the District and the other Participating Districts against claims and liabilities arising out of District's performance of this Agreement, (2) a policy of automobile insurance covering any owned, non-owned, leased, or hired automotive equipment used by the District or its employees in connection with District's performance of this Agreement, (3) a policy of public officials errors and omissions insurance, and (4) a policy of pollution liability insurance. The minimum coverage for all insurance shall be not less than three million dollars (\$3,000,000) Combined Single Limit and at least as broad as the Insurance Service Office (ISO) Forms (CG 00 01 and CA 00 01) for bodily injury, death and property damage as a result of any one occurrence and a three million dollars (\$3,000,000) general aggregate policy (to be adjusted upward as deemed appropriate). That insurance shall name Participating Districts, their employees, trustees, and agents, as additional insureds. The District shall provide a certificate of insurance, including an endorsement that names all of the Participating Districts as additional insureds, to each Participating District, upon execution of this Agreement and upon request of any of the Participating Districts during the term of this Agreement, evidencing this coverage in a form satisfactory to the Participating Districts. Liability insurance shall continue throughout the term of this Agreement.

The District shall ensure that appropriate and adequate Workers' Compensation insurance covering all persons employed by the District or engaged in the performance of this Agreement is in effect at all times during the term of this Agreement, and shall comply with all provisions of law applicable to District with respect to obtaining and maintaining Workers' Compensation insurance. Prior to the commencement and any renewal of this Agreement, or of any Workers' Compensation insurance policy, and upon the request of any of the Participating Districts, District shall provide the Participating Districts, as evidence of this required coverage, a certificate of insurance in a form satisfactory to the Participating Districts, providing that coverage shall not be canceled or reduced without thirty (30) days prior written notice to the Participating Districts.

The District shall provide endorsements requiring each insurer to provide each of the Participating Districts thirty days prior written, a notice of cancellation, alteration or reduction in coverage. All insurance of the District shall be primary, and any insurance policy or self-insurance procured by the Participating Districts be secondary. All District insurance policies shall contain a cross liability endorsement. The Participating Districts shall have the right to reassess and increase the policy limits for all insurance every three years. All SIRs and/or deductibles shall be disclosed to all Participating Districts. All insurance shall be with carriers approved by the Participating Districts. At least thirty (30) days prior to the expiration of each insurance certificate, and every subsequent certificate, District shall deliver to the Participating Districts a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Liability and Indemnity Section.

11. HOLD HARMLESS: The PROGRAM shall defend, indemnify, save and hold harmless the districts, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the PROGRAM. This shall include any acts of sexual abuse alleged against any agent or employee of the PROGRAM.

Each member district shall defend, indemnify, save, and hold harmless the PROGRAM, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the district. This shall include any acts of sexual abuse alleged against any agent or employee of the district.

12. WITHDRAWAL OF PARTICIPATING SCHOOL DISTRICT: Upon written notice (of not less than one year) given to all other participating school districts prior to the close of any fiscal year, any participating school district may withdraw from its status as a participant of the PROGRAM as of the end of the subsequent fiscal year in which such notice is given. A withdrawing school district will incur no liability for any obligation incurred by the PROGRAM after the date of submission of its notice of withdrawal, provided that such withdrawal is completed by the end of such fiscal year. No such notice of withdrawal may be revoked after submission without the consent of all other participating school districts.

In the event that a participating school district withdraws from this PROGRAM and desires to retain any personal property owned by the PROGRAM and located within the geographical area of the withdrawing school district, such district shall first reimburse the PROGRAM in an amount equal to the then reasonable value of such personal property as determined by the Board, subject to such offset or adjustment, if any, as shall be determined the Board to be the fair and reasonable value of the withdrawing school district's contributed share of the acquisition cost to the PROGRAM of such personal property.

A withdrawing district shall not be entitled to any reimbursement for, nor shall it retain any interest in real property to which the ROP has a title.

13. DISSOLUTION OF PROGRAM:

- (a) Distribution of Property: In the event of the dissolution of the PROGRAM, or the complete rescission or other final termination of the Agreement by all participating school districts, any and all surplus property remaining in the PROGRAM under control of the Board following a discharge of all the obligations of the PROGRAM, shall be distributed in kind to the school districts then participating in the PROGRAM. Such surplus property shall be apportioned among such school districts on the basis of the then fair market value of such property and in proportion to the net pro rata contributions made to the PROGRAM by each such school district that is a member at the date of resolution.
- (b) Arbitration: Distribution on the foregoing basis shall be made as said school districts shall agree, or, if they do not agree, by an arbitrator to be appointed by the Orange County Superintendent of Schools. The expenses and compensation of such arbitrator shall be shared equally by the school districts participating in the arbitration. Each such school district shall pay the expenses and compensation of any witnesses it calls.
- (c) Winding Up: The addition or withdrawal of one or more school districts as participants in the PROGRAM shall not cause and shall not be deemed to be a dissolution of the PROGRAM or termination of this Agreement. The power and authority of the Board shall continue until a termination of this Agreement and the winding up of the affairs of the PROGRAM.

14. SEVERABILITY: Should any portion, term, condition, or provision of this Agreement be determined by any court of the 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 of this Agreement shall not be affected thereby and shall continue in full force and effect.

APPROVALS:

_____ Signature	_____ Date	_____ Date of Board Approval
SUPERINTENDENT OR DESIGNEE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT		

_____ Signature	_____ Date	_____ Date of Board Approval
Theresa M. Giamarino, Ed.D. SUPERINTENDENT NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM		



# Joint Powers Agreement – Appendix A

## North Orange County Regional Occupational Program Operating and Funding Agreement for the 2021-2022 School Year

### FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

Maximum Number of Sections	Projected Total Number of Sections <sup>1</sup>	Cost per Section <sup>2</sup>	Projected Total Annual Cost for District	Projected Monthly Invoice Amount for District
101	101	\$26,276	\$2,653,876	\$265,388

<sup>1</sup> Projected Total Number of Sections is based on allocation from the 2020-2021 school year, unless reductions were requested in writing prior to February 15, 2021.

<sup>2</sup> Cost Per Section is based upon the 2020-2021 per section cost increased by the 5.07% COLA planning factor from the School Services Dart Board; however, the actual cost will be determined by the funded COLA to the DISTRICT's base grant. Calculations are current as of May 26, 2021.

#### THE DISTRICT:

1. Requests for additional sections must be in writing and authorized by the Superintendent or designee of the District and include budget verification by the Chief Business Officer.
2. Requests for additional instructional sections should be provided in writing to the Assistant Superintendent of Educational Services, Mr. Dana Lynch ([dlynch@nocrop.us](mailto:dlynch@nocrop.us)).
3. As noted in Section 9 (b) of the JPA, notification of total class section reductions by the DISTRICT shall be made and provided in writing to the PROGRAM by **February 15<sup>th</sup>**, proceeding the fiscal year the reductions will be implemented.

#### THE PROGRAM:

1. The PROGRAM Educational Services Division will provide a Section Count document each semester. The document will reflect the breakdown of PROGRAM sections by pathway and instructor for each campus.
2. The PROGRAM shall be responsible for invoicing the DISTRICT ten (10) equal monthly amounts, September through June.
3. A final version of the Appendix A document will be updated by the PROGRAM and provided to the DISTRICT by **May 30<sup>th</sup>** of each year.

#### BOTH THE DISTRICT AND THE PROGRAM:

1. A change in the type of program offered by the PROGRAM to the DISTRICT may be made at any time, with the written approval from the Educational Services Assistant Superintendents, from both the DISTRICT and the PROGRAM.
2. In the case of a new instructional program, or an existing program that requires a significant upgrade financial investment, the DISTRICT and the PROGRAM will determine what additional one-time and/or ongoing funding is required.
3. A periodic review of the per section cost funding model by the Chief Business Officers for the JPA member DISTRICTS and the PROGRAM is recommended every three (3) years. The next scheduled review is **November 2021** or sooner.

The multi-year projection reflected in the table below is for planning purposes and includes the Funded COLA increases as projected by the School Services Dart Board for the 2021-2022 Governor's Proposed Budget.

School Year	Projected Total Number of Sections	COLA Planning Factor	Cost Per Section	Total Projected Annual District Cost	Monthly Projected District Invoice Amount
2022-2023	101	2.48%	\$26,928	\$2,719,728	\$271,973
2023-2024	101	3.11%	\$27,765	\$2,804,265	\$280,427