

SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM
SECOND RESTATED AND AMENDED JOINT POWERS AGREEMENT

TO ESTABLISH, operate and maintain a regional occupational program and a technical center, to provide career technical 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.

THIS SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM SECOND RESTATED AND AMENDED JOINT POWERS AGREEMENT (“the “Agreement”), is entered into this ____ day of _____, 2023, amends and supersedes the joint powers agreement entered into on the first day of July, 1972, and all subsequent amendments and modifications thereto, including the July 27, 1999 amendment, and the September 9, 2021, restatement and amendment (collectively, the “Prior Agreements”), 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 (collectively, the “Member Districts”):

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 GLENDORA UNIFIED SCHOOL DISTRICT
OF
LOS ANGELES COUNTY

THE SAN GABRIEL 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 Technical Center 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 At that time, statutory authority for an ROP to levy a tax for operational costs was withdrawn.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 career technical 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 career technical 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 Member Districts in order to provide them with economically useful employment skills.
9. The Covina-Valley Unified School District is no longer a member of the East San Gabriel Valley Regional Occupational Program and Technical Center.

10. In September 2021 the San Gabriel Unified School District was added to the SGVROP as a Member District.
11. In September 2021, the name of the East San Gabriel Valley Regional Occupational Program and Technical Center was changed to the “San Gabriel Valley Regional Occupational Program” (“SGVROP”), pursuant to the San Gabriel Valley Regional Occupation Restated and Amended Joint Powers Agreement.
12. The SGVROP shall not issue diplomas of high school graduation. The SGVROP services shall include but not be limited to: occupational training in support and augmentation of programs offered by high schools located within the Member Districts and programs available to high school students in the community colleges.
13. 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.
14. It is also the intent of the parties to this agreement to simplify the process for the addition of new members to the SGVROP.
15. It is the intent of the Member Districts to modify the funding formula to base contributions from Member Districts based primarily on the number of class sections offered by the Member District.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

A. CREATION. This Agreement supersedes the Prior Agreements, which created a joint powers entity, pursuant to Section 6500 et seq. of the Government Code, known as the “East San Gabriel Valley Regional Occupational Program and Technical Center,” separate and apart from the Member Districts hereto, which shall continue in operation as set forth herein.

B. NAME OF THE JOINT POWERS ENTITY. The East San Gabriel Valley Regional Occupational Program and Technical Center has been renamed the “SAN GABRIEL VALLEY REGIONAL OCCUPATIONAL PROGRAM” and hereinafter referred to as the “SGVROP”.

C. TERM OF AGREEMENT. This agreement shall become effective and binding upon the above-named Member 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.

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

E. FISCAL YEAR. For purposes of this agreement, the term “fiscal year” shall mean the period from July 1st of each year to and including June 30th of the following year.

F. JOINT BOARD OF MANAGEMENT. The SGVROP 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 Member 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 SGVROP prior to execution of this agreement shall count toward the two year maximum service on the SGVROP Joint Board. Thus, school districts which, at the time of this agreement, appoint SGVROP Joint Board members in odd years shall appoint SGVROP 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 Member Districts which are parties to this agreement and the SGVROP 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.
 - 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 SGVROP.

- 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 SGVROP, 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 Member 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.

G. 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 SGVROP.
 - 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 SGVROP as prescribed by Section 6505.1 of the California Government Code. Said bond shall cover the Superintendent of the SGVROP, the Treasurer and the Auditor-Controller of the Joint Board and all persons who handle or have access to funds of the SGVROP. Said bond shall protect the SGVROP 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 SGVROP funds.
- 2) Treasurer. The Treasurer of the Joint Board shall be the Treasurer of the SGVROP in accordance with Section 6505.6 of the California Government Code. The Treasurer shall be responsible for the strict accountability of all funds and report of all receipts and disbursements and 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 SGVROP who shall perform the duties and responsibilities, including drawing warrants to pay approved demands against the SGVROP, in accordance with Section 6505.5 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.

H. 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) Section Determination. Each Member District shall annually, on or before January 31, file with SGVROP a written determination stating the number of SGVROP class sections that the Member District will offer the next fiscal year (“Sections”). The number of Sections operated by the Member District shall be used for purposes of calculating the Final Budget, as defined below, and the Member District’s contribution.

- 3) Budget.
- a) The Joint Board shall annually, on or before December 15, prepare an interim budget for SGVROP for the next fiscal year (“Interim Budget”). The Interim Budget will reflect each of the purposes for which the SGVROP will need money and an estimate of the amount of money that will be needed for such purpose for the next fiscal year. The Interim Budget shall also reflect each Member District’s estimated contribution amount (“Preliminary Contribution”), which shall be calculated pursuant to the formula set forth in Section H.4 below, based on current membership in the SGVROP and the number of Sections to be offered by each Member District during the next fiscal year. A copy of the budget shall be transmitted to each of the Member Districts.
 - b) The SGVROP shall, on or before February 28, determine funding contribution amounts required from each of the Member Districts for the next fiscal year (“Member District Funding Contribution”). The Member District Funding Contribution shall be calculated pursuant to the contribution formula set forth in Section H.4 below. A copy of the Member District’s Funding Contribution amount shall be transmitted to each of the Member Districts.

4) Apportionments for Regional Occupational Program. Each Member District shall pay the SGVROP its Member District Funding Contribution calculated based on the following formula:

Step 1: Calculate Each Member District’s Direct Section Costs: Direct Section Costs are the average SGVROP direct cost of operating a section, including but not limited to SGVROP direct instructional costs, teacher salaries, and benefits (“Direct Section Costs”). To determine each Member District’s direct section costs (“Member District’s Direct Section Costs”) multiply the number of Sections that will be offered by the Member District during the next fiscal year by the Direct Section Costs for the next fiscal year.

Step 2: Calculate Member District’s Share of Total Pooled Costs:

SGVROP Total Pooled Costs: Total pooled costs shall consist of all other SGVROP operating costs not included in Direct Section Costs for the next fiscal year (“Pooled Costs”). Each Member District’s share of Pooled Costs (“Member District Share of Pooled Costs”) shall be calculated based on the average of:

- 1. Pooled Costs divided by the Member District’s total grade 9-12 enrollment data reported to California Basic Educational Data System (“CBEDS”) in the current fiscal year (“CBEDS Costs”); and
- 2. Pooled Costs divided by the number of Sections that will be offered by the Member District during the next fiscal year (“Pooled Section Costs”).

Step In Formula for Pooled Costs for New Member Districts: New Member District's share of Pooled Costs shall be calculated using a three-year step-in formula for the New Member District's Share Pooled Costs as follows:

In year 1, the new Member District will be responsible for one-third (1/3rd) of its share of CBEDS Costs as defined in Step 2, item 1 above.

In year 2, the new Member District will be responsible for two-thirds (2/3rd) of its share of CBED Costs as defined in Step 2, item 1 above.

In year 3, the new Member District will be responsible for the full amount of its Member District Share of Pooled Costs.

For the 2023-24 fiscal year, the San Gabriel Unified School District shall be considered a new Member District and its share of Total Pooled Costs shall be calculated utilizing the formula referenced above beginning in year 1.

Step 3: Calculate Each Member District's Total Contribution Amount: The Member District's Funding Contribution is calculated by adding the Member District Direct Section Costs (Step 1) and the Member District Share of Pooled Costs (Step 2). In addition, the Member District and the SGVROP may agree to staff/services outside the formula amounts described above, which will be included on the invoice as a separate amount for the member district to reimburse the SGVROP.

- 5) Finance Committee. The SGVROP shall establish a finance committee with the following responsibilities ("Finance Committee"):
- a) Duties. The Finance Committee shall ensure transparency in SGVROP financial reporting and accurate implementation of the Member District Funding Contribution. In addition, the Finance Committee shall have the following responsibilities, which shall be recommendations to the Joint Board and subject to the Joint Board's approval:
 - 1. Develop an administrative procedure to reflect the details of the Member District contribution formula as outlined in this Agreement.
 - 2. Develop an administrative procedure to reflect the Finance Committee's roles and responsibilities.
 - b) Meetings. Meet a minimum of four times per year.
 - c) Membership. The Finance Committee shall be comprised of the SGVROP Chief Business Official or designee and one individual from each Member District's business department as designated by the Member District.

- 6) 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.
- 7) 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 SGVROP shall not be the debts, liabilities, and obligations of the parties to this agreement.
- 8) Audit. The fiscal transactions of the SGVROP shall be audited by a firm of licensed certified public accountants to be selected and paid for by the Joint Board.

I. ADMISSION OF PUPILS TO SGVROP. In the event the SGVROP 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 Member District shall be entitled to have persons residing in such districts, who are eligible for admission, to be enrolled in the SGVROP in the same ratio as the prior year official October Report enrollment of 10th and 11th grade students of each school district bears to the total of all districts participating in this Agreement.

J. ADDITION AND/OR WITHDRAWAL OF MEMBERS.

- 1) Addition of New Members. A non-member agency with like powers may join the SGVROP upon the approval of the Joint Board by a vote of at least two-thirds of all representatives as then appointed to the Joint Board, and agreement to terms and conditions determined by the Joint Board, which terms and conditions may vary from those set forth in this Agreement. The non-member agency shall file with the Joint Board a resolution adopted by the non-member agency's governing board indicating acceptance of the terms of this Agreement and any other documents as may be required by the Joint Board to demonstrate satisfaction of or agreement to satisfy any conditions imposed by the Joint Board. Following approval of the Joint Board, the addition of the new member shall be consented to by the Los Angeles County Superintendent of Schools and the State Board of Education, and notice shall be provided to all Member Districts of the addition of the new member. The addition of the non-member agency shall be effective upon the determination of the Joint Board, as then appointed, that the non-member agency has satisfied or will satisfy all necessary conditions, and receipt of the required consents of the Los Angeles County Superintendent of Schools and the State Board of Education. Any agency which joins the SGVROP pursuant to this section shall appoint a member to serve on the Joint Board as provided herein at Section F within thirty (30) days of the effective date of said agency's admission to the SGVROP. Any agency

which joins the SGVROP pursuant to this section shall be considered a “Member District” and a party to this Agreement.

- 2) Withdrawal of Member. 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 January 31 of that fiscal year.
- 3) Addition and/or Withdrawal Not a Dissolution or Termination. 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.
- 4) Reorganization of a Member District. In the event of a reorganization of one or more of the Member 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.

K. CONTRIBUTION “IN KIND” FROM BALDWIN PARK UNIFIED SCHOOL DISTRICT AND WALNUT VALLEY UNIFIED SCHOOL DISTRICT. It is agreed by all Member 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 Member Districts in a division or distribution of the assets of the SGVROP in the event of its dissolution or upon the termination of this agreement.

Notwithstanding the provisions of Article “L” 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 SGVROP 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 SGVROP assets in the event of dissolution of the SGVROP or termination of this agreement and the provisions of Article “L”, below, shall not be applicable to said districts. Provided further, that in the event of a dissolution of the SGVROP 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.

L. DISPOSITION OF PROPERTY AND FUNDS. In the event of the dissolution of the SGVROP or in the event of a complete rescission or termination of this agreement by all Member Districts then a party hereto, all inventory, equipment, funds or other assets remaining in the SGVROP 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 “L”, above) to each Member District which is then a party to this agreement, a proportionate return on the contributions made to the SGVROP by such Member 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 SGVROP, the Joint Board shall (upon determining that such equipment, structure or other asset is no longer necessary to the continued operation of the SGVROP) 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 SGVROP 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 SGVROP, the Joint Board shall (upon finding that the equipment, structure or other asset is no longer necessary for the continued operation of the SGVROP) 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”.

M. AMENDMENTS. This Agreement may be amended by a majority vote of the Member 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 career technical 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 Member Districts then represented on said Joint Board.

N. 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:

AZUSA UNIFIED SCHOOL DISTRICT

By: _____
Latasha D. Jamal

Title: Assistant Superintendent Business Services

Date: _____, 2023

BALDWIN PARK UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

CHARTER OAK UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

GLENDORA UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

SAN GABRIEL UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

WALNUT VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

WEST COVINA UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____, 2023

Approved by SGVROP Joint Board of Management on: _____, 2023