

# AGREEMENT FOR PARTICIPATION CENTRAL SIERRA REGIONAL OCCUPATIONAL PROGRAM JOINT POWERS AUTHORITY

## **STATEMENT OF GOALS, RESPONSIBILITIES AND AUTHORITY**

It is the goal of the Central Sierra Regional Occupational Program Joint Powers Authority (JPA) that all El Dorado County students, eligible and requesting regional occupational program (ROP) services, receive an appropriate program without regard to the district of residence. It is the intent of the JPA that ROP programs be coordinated and operated throughout the County in accordance with the governance structure of the JPA.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT, EL DORADO UNION HIGH SCHOOL DISTRICT, and LAKE TAHOE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District” or “LEA” and the EL DORADO COUNTY SUPERINTENDENT and the EL DORADO COUNTY BOARD OF EDUCATION jointly referred to hereinafter as the “El Dorado County Office of Education,” “County Office” or “EDCOE” mutually agrees as follows:

## **DISTRICT RESPONSIBILITIES AND DUTIES:**

The District, as a participant in the JPA, shall perform the following for its own pupils and those ROP courses administered by the District:

- Establish the development of specific ROP offerings, curricula for the classes, and the development of program objectives as determined by the JPA.
- Each respective LEA shall continue to determine, manage and operate all JPA ROP courses in their respective LEA’S geographic territory in accordance with Education Code. LEAs may make courses available to students who are not enrolled in the district.
- Each LEA determines how to fund services for ROP programs that are offered in their agency. Member districts may ask other JPA member districts to enroll students in an ROP course not offered in their LEA. If such request is granted, the out-of-district students’ LEA will be responsible for approving the transferring of \$900 per participating pupil (or \$450 for each semester) to the JPA district offering the ROP course where the out-of-district student is accepted. Transfer payments of \$450/semester will be calculated based on enrollment counts on the first Wednesday of October and again on the first Wednesday of March.
  - Each LEA offering ROP courses to out-of-district students will email enrollment counts to each participating LEA and shall authorize EDCOE to process transfer payments after each participating LEA confirms their enrollment counts in October and March.

- Each participating LEA with students enrolled in a ROP course not offered in their LEA will confirm enrollment counts and shall authorize EDCOE to process transfer of payments in October and March.
- Each LEA will maintain budgets and general ledger activity, including related payroll and accounts payable for their respective section of the JPA.
- Each LEA will be responsible for providing appropriate property and casualty insurance coverage.
- Each LEA Board shall assign its District Superintendent/designee to serve as a Board Member of the JPA.
- Provide input in the evaluation of the County Office support services.
- Legal costs associated with JPA employees are the responsibility of the respective district where the JPA employee works.
- Districts shall ensure an amount sufficient to cover their respective section expenditures is available through district transferred amounts and/or their section fund balance and shall authorize EDCOE to process District transfers to the JPA.

**COUNTY OFFICE RESPONSIBILITIES AND DUTIES:**

The County Office shall maintain the financial records and reporting of the JPA fund, provide administrative support, and coordinate the implementation of the JPA for school districts in the county. Support services include, but are not limited to, the following:

- Act as agent for districts participating in the JPA. Receive, compile and submit required reports.
- Calculate the administrative fee at a cap of 2% of expenditures, excluding transfers and the administrative fee, beginning July 1, 2018 to perform the duties specified in this Agreement.
- Any grant funds received by the JPA shall be subject to the appropriate indirect rate as specified in the grant and not subject to the cap.
- Coordinate contract of audit and liability insurance. Process the payments for these contracts.

Allocate costs for administrative fee, audit, liability insurance and any other amounts approved by the JPA on a prorated basis to each section using the percentage of each section’s share of expenditures from the approved Adopted Budget.

- Transfer of payments for out-of-district students enrolled in a ROP course not offered in their LEA, shall be transferred according to the following schedule:

| <u>Date of Transfer</u> | <u>Amount of Transfer</u>  |
|-------------------------|--|
| Fall (October)          | \$450 per student enrolled, based on verified enrollment count on first Wednesday of October |
| Spring (March)          | \$450 per student enrolled, based on verified enrollment count on first Wednesday of March   |

- Transfer amounts from the participating districts to the JPA to ensure sufficient amounts are available to cover each District’s respective section. EDCOE will transfer amounts according to the following schedule:

| <u>Date of Transfer</u> | <u>Amount of Transfer</u>   |
|-------------------------|---|
| August                  | 60% of total expenditures in Adopted Budget/Revised Budget  |
| March                   | 90% of total expenditures in 2 <sup>nd</sup> Interim budget less amount transferred in August                       |
| June                    | Balance of transfer to bring total to final actual expenditures (100% of actuals less amount Aug. & Mar. transfers) |

- Organize and maintain the JPA Chief Fiscal Officers Committee as authorized by the JPA Board to monitor the fiscal operations of the JPA and make recommendations for necessary revisions.
- Support the JPA Board by attendance and participation of the County Superintendent and/or designee at meetings.
- Compile financial data for reporting and file JPA financial reports.
- Provide reasonable and appropriate financial information assistance to the Districts upon request from District Administration.
- Organize and provide support for meetings of the JPA Board and JPA Chief Fiscal Officers Committee.

**JPA BOARD RESPONSIBILITIES AND DUTIES**

- The JPA Board, which consists of the District Superintendent/designee from each participating LEA, will have budget authority, hire staff, and accept audit reports, and review bylaws and policies.

- The JPA Board shall have the responsibility and right to monitor and correct any JPA matter which would jeopardize the fiscal solvency, legal compliance or legal liability of the JPA. The County Office shall be responsible for coordinating and informing the governance structure on any such matter.
- The JPA Board will approve the fiscal year budget, plan for economic uncertainties and comply with all reporting requirements of the JPA. The County Office will report JPA ending balances to the JPA Board in September following the close of the fiscal year.
- Prior to expiration of this Agreement, the JPA Board shall meet to determine the new Agreement provisions and timelines.

#### **ADDITIONAL PROVISIONS OF THE AGREEMENT**

Each representative to the JPA (Board, and/or Chief Fiscal Officer Committee) is prohibited from engaging in any form of negotiations regarding any matters within the mandatory scope of bargaining that would affect any other public education agency.

The managerial prerogatives of any participating LEA shall not be infringed upon by any other participating LEA unless such functions are expressly and specifically required by one participating LEA or another upon mutual consent, or unless as set forth in this Agreement.

Any participating Governing Board may petition to reconsider their participation in the JPA. Such a petition must be submitted by January 31 for the following year. The JPA Board shall be notified at that time. The participating LEA(s) may then request cooperation and approval from the signatories of this Agreement in order to request an alternative state approved organization.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that, as a result of this Agreement, the County Office shall incur no liability.

The Districts and the County Office will maintain responsibility for program administration for the services they provide. All applicable administrative requirements that govern that LEA will be in effect regarding ROP courses. The Superintendent in each District and in the County Office will be responsible for the daily operation of their respective programs.

The student program placement will remain the responsibility of the respective LEA. Student admission and transfer will be regulated through respective LEA policies and procedures established in accordance with the State and Federal mandates. The district of residence for each pupil shall approve a placement in an ROP program of any other LEA. Each LEA of service shall have the right to determine if it can provide an appropriate public education for the student. Any changes in the authority delegated by the ROP JPA Board through this Agreement may be made only by the unanimous vote of all members of the JPA Board and the other signatory parties of this Agreement, except as provided for in this Agreement.

This Agreement shall continue to be in effect from **July 1, 2018 through June 30, 2019**, unless state requirements require amendments.

**AGREED TO BY:**

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Stephen Wehr, Superintendent  
El Dorado Union High School District

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Date

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Dr. James Tarwater, Superintendent  
Lake Tahoe Unified School District

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Date

\_\_\_\_\_  
Jeremy Meyers, Superintendent  
Black Oak Mine Unified School District

\_\_\_\_\_  
Date

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Dr. Ed Manansala, County Superintendent  
El Dorado County Office of Education

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Date