

**BYLAWS OF  
CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION  
LINKED PROFESSIONS JOINT POWERS AUTHORITY**

**PREAMBLE**

The California Association of Health and Education Linked Professions Joint Powers Authority (“CAHELP JPA”), a joint powers authority (“JPA” or “Authority”) formed under the authority of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code (Section 6500 et seq.) is established for the purpose of providing for the administration of a special education service region for the implementation of the state mandated special education program for the benefit of public educational agencies who are members hereof, for such ancillary and related programs and services, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding such programs and services.

**ARTICLE I**

**NAME**

The name of the joint powers authority is the California Association of Health and Education Linked Professions, (“CAHELP JPA” or the “Authority”).

**ARTICLE II**

**POWERS**

CAHELP JPA shall have the power to:

A. Exercise any power available to joint power authorities and public entities under California law, including any power of or common to the public educational agencies which are parties to the Joint Powers Agreement, provided that such powers are exercised in the furtherance of the purposes and functions of CAHELP JPA, and in the manner that such powers may be exercised by public educational agencies and joint power authorities in the State of California and not prohibited under California law.

B. Provide member agencies with a comprehensive plan, organization and administration to establish, govern, implement and coordinate and operate a Local Plan for the education of individuals with exceptional needs, and to establish such ancillary and related programs and services as may be necessary and appropriate.

C. Establish and maintain such funds and segregated accounts as necessary for the programs, activities and purposes of CAHELP JPA.

Revised May 2016

D. Acquire, hold, and dispose of property, real and personal, for the purpose of providing the member agencies with the necessary education, study, development, and programs, as well as ancillary and related services, including, but not limited to, the acquisition of necessary facilities and equipment; the hiring and retention of staff; the making and entering into contracts including inter-agency agreements and programs of benefit to member agencies and CAHELP JPA; the operations and maintenance of systems for the Local Plan; and the incurring of debts, liabilities, or obligations.

E. Receive, accept, and utilize the services of personnel offered by any member agency or its representatives or agents; to receive, accept, and utilize property, real or personal, from any member agency or its agents or representatives; to enter into joint programs with member agencies to assist in the development of programs, services and emerging technologies and processes supportive of public educational agencies; to receive, hold, dispose of, to construct, operate, and maintain buildings and other improvements; and to receive, accept, expend, and disburse funds by contract or otherwise, for the purposes consistent with the purposes and authority of CAHELP JPA which funds may be provided by any member agency or its agents or representatives.

F. Adopt such policies, codes and procedures consistent with the functions and purposes of CAHELP JPA.

G. Perform such other functions as may be necessary or appropriate to carry out the purposes of CAHELP JPA consistent with the Joint Powers Agreement, these Bylaws and California law.

### **ARTICLE III**

#### **MEMBERSHIP**

A. Public educational agencies located within the State of California are eligible for membership in CAHELP JPA, provided that membership is contingent upon being a signatory to the Joint Powers Agreement and satisfaction of the requirements of Article III, Section C of these Bylaws.

B. Should any member agency reorganize in accordance with state statutes, the successor-in-interest or successors-in-interest to the obligation of any such reorganized member shall be substituted as a member, provided that the reorganized member continues to be a public educational agency under California law as defined in Article III, Section 1 of the Bylaws and a new signatory to the Joint Powers Agreement, and complies with Article III, Section C.

C. Public educational agencies applying for membership in CAHELP JPA shall be subject to the following conditions for review and approval:

1. Submission of a completed CAHELP JPA questionnaire and provision to CAHELP JPA, through its Governance Council or designee, of requested information on the agency;
2. Evaluation of the applicant public educational agency's experience by CAHELP JPA;
3. Determination of eligibility by CAHELP JPA and the conditions and terms under which the applicant may be admitted to membership, and applicant's acceptance of those terms and conditions;
4. Execution of the Joint Powers Agreement and such other program agreements and documents as requested by CAHELP JPA, and provision to CAHELP JPA of a Resolution formally adopted by the applicant's governing body authorizing execution of the Joint Powers Agreement;
5. Applicant's receipt, review and agreement to comply with the Bylaws of CAHELP JPA
6. The applicant shall become a member agency in CAHELP JPA upon formal approval of the Governance Council and signature to the Joint Powers Agreement

D. Upon admission to membership in CAHELP JPA, each member agency shall become eligible to participate in the programs and services of CAHELP JPA.

#### **ARTICLE IV**

##### **FORMATION OF THE GOVERNANCE COUNCIL**

A. The CAHELP JPA Governance Council shall consist of the Superintendent/CEO representing each of the LEA members of the Desert/Mountain Special Education Local Plan Area, and two (2) CEO representatives from the Desert/Mountain Charter Special Education Local Plan Area. A CEO representing multiple LEAs shall count as a single member of the Governance Council. Each member of the Governance Council shall have one vote. Each member of the Governance Council may designate in writing an alternate representative, including but not limited to another member of the Governance Council ("proxy"), if the Superintendent/CEO or CEO is unable to attend a meeting, which designated alternate representative or designee shall have the full authority of the designating Superintendent/CEO or CEO for the purpose of decision-making. Such a designation must be received by the Chief Executive Officer prior to the commencement of a scheduled meeting of the Governance Council, and shall be good only for that meeting. One-third of the members, represented in person or by proxy, shall constitute a quorum at a meeting of members.

Revised May 2016

B. Upon initial appointment, and annually thereafter in May, the Governance Council shall organize, elect officers, including a chair and vice-chair(s) from its members, with the secretary designated pursuant to Article VI. The elected officers will assume their roles and responsibilities as of July 1 of the next fiscal year. The Chairperson of the council shall preside at all meetings and shall be responsible for the Agenda, unless otherwise designated. He/she shall have the same rights as the other members of the Council in voting, introducing motions and resolutions and any discussion of questions that follow. In the absence of the Chairperson, the Vice Chairperson shall preside over all meetings of the Council. If the Chairperson and Vice Chairperson of the Council are both absent, the remaining members present shall select one of their group to act as temporary chairperson.

C. No one serving on the Governance Council shall receive any salary, compensation or other consideration from CAHELP JPA.

D. Membership on the Governance Council may cease for any of the reasons stated below, subject to the Governance Council taking formal action to terminate or ratify the termination of any Governance Council member.

1. Voluntary resignation.
2. If the member represented by the Governance Council member ceases to be a member of CAHELP JPA.
3. If the Governance Council member ceases to be a full time employee of the nominating member public educational agency.
4. For a violation of CAHELP JPA policies, procedures and codes of conduct.
5. By a two-thirds vote of the full Governance Council without cause or by a unanimous vote of the Governance Council if all elected members are not in attendance (and excluding the subject member being terminated).

## **ARTICLE V**

### **DUTIES OF THE GOVERNANCE COUNCIL**

The Governance Council shall have the authority to exercise the powers of CAHELP JPA as set forth in the Joint Powers Agreement and in these Bylaws, and in accordance with California law, including enforcement of CAHELP JPA policies, procedures, codes and program instruments. In addition, the Governance Council is specifically empowered to:

A. Establish and amend the Bylaws, and adopt and enforce policies, program instruments and agreements, codes of conduct, rules, and regulations not inconsistent with

applicable law or with the Joint Powers Agreement as may be necessary for CAHELP JPA and the functions of the Governance Council.

B. Provide for the management and administration of CAHELP JPA and CAHELP JPA-related programs and services in a manner that is in the best interests of CAHELP JPA and its member agencies. This power shall include (but not be limited to) the power to employ and terminate a management firm or third party, to employ staff, to acquire or contract for facilities and vendor support, and to engage in such activities and transactions as permitted under the Joint Powers Agreement, Bylaws, California law and such policies as adopted by the Governance Council.

C. Determine contributions or other formulas and the method or methods by which such contributions shall be paid by member agencies.

D. Provide for additional assessments during the year, if necessary.

E. Determine whether, and by what method, new member agencies shall be allowed into the program consistent with Article III of the Bylaws, including adoption of amendments to Article III requirements.

F. Appoint and dissolve working committees and/or by contracting for services with a third party.

G. Insure that a complete and accurate system of accounting for all funds is maintained at all times.

H. Determine the manner in which the establishment, governance, implementation, coordination, administration and operations of a Local Plan shall be undertaken.

I. Maintain, or cause to be maintained, accurate records for all risks insured against and accurate records of all claims paid.

J. Provide for ancillary and related services.

K. Enter into contracts consistent with the terms of the Joint Powers Agreement and Bylaws, and in accordance with California law.

L. Make appropriate periodic reports to the member agencies on the status of CAHELP JPA and its programs.

M. Adopt an annual budget for CAHELP JPA.

N. Oversee the activities of all other CAHELP JPA committees.

O. Annually evaluate, or cause to be evaluated the performance of the CAHELP JPA staff.

P. Perform any and all other functions necessary and appropriate to accomplish the purpose of CAHELP JPA in the discretion of the Governance Council.

## **ARTICLE VI**

### **CHIEF EXECUTIVE OFFICER**

The CAHELP JPA CEO shall act as Secretary of the CAHELP JPA Governance Council. As Secretary, he/she shall, in consultation with the Chairperson on the Governance Council, do the following:

1. Prepare and distribute the Council Agenda;
2. Prepare and distribute the Council Minutes;
3. Handle and care for all Council records and documents; and
4. Submit to the Chairperson of the Council all correspondence addressed to the Governance Council.

## **ARTICLE VII**

### **MEETINGS**

A. The Governance Council shall meet every quarter, unless otherwise determined by the Governance Council. All other committees, including Standing Committees and Ad Hoc Committees, shall meet on an as-needed basis.

B. The Governance Council shall, at its June meeting or prior to or at its last meeting of each fiscal year, approve the date and time for its regular meetings. All members and member agencies shall be notified of the meeting schedule.

C. Meetings of the Governance Council, or any other Standing Committee may be called as necessary provided that notice is given in compliance with the Brown Act, where required, and under California law.

D. One-third of the members, represented in person or by proxy, shall constitute a quorum for a meeting of the Governance Council. For any Standing Committee of CAHELP JPA, a majority shall constitute a quorum for the transaction of business. All non-voting alternates shall also be entitled to attend meetings of the Governance Council.

E. An Agenda of items to be discussed shall be prepared for all meetings and shall be made available at least three (3) working days prior to regularly scheduled Governance Council or other Standing Committee meetings, where required under the Brown Act and California law.

Agendas for Special Meetings and Emergency Meetings will be made available in accordance with the provisions of the Brown Act and California law.

F. Minutes shall be kept of all Open Sessions of meetings held by the Governance Council and other Standing Committees.

G. Items may be placed on the Agendas for meetings of the Governance Council and other Standing Committees, provided a written request is received by the Chief Executive Officer from a member of that Committee at least ten (10) business days prior to the regularly scheduled meeting, absent circumstances precluding earlier notice and request.

H. Any member of the public desiring to make a personal appearance before the Governance Council or any other Standing Committee of CAHELP JPA to discuss an item of interest shall be limited to a maximum of five (5) minutes, and all public comments shall be limited to fifteen (15) minutes and allocated equally to each member of the public making an appearance, unless otherwise allowed by the Governance Council in its discretion.

## **ARTICLE VIII**

### **FINANCE**

A. CAHELP JPA is strictly accountable for all funds received and disbursed by it, and to that end shall establish and maintain such funds and accounts as may be required by acceptable accounting practices, by any provision of law or any resolution or policy of CAHELP JPA, and as consistent with the Joint Powers Agreement, these Bylaws and California law.

B. The Treasurer of the County of San Bernardino, unless otherwise designated by the Governance Council, shall be the depository and custodian of CAHELP JPA funds, from whatever source, whether directly or pursuant to contract with the Office of the San Bernardino County Superintendent of Schools, provided that a separate trust fund may be established for the payment of claims as authorized under California law.

C. Each program year of CAHELP JPA shall operate separately from every other program year in regard to its assets and obligations. Those assets and obligations are pooled assets and obligations of the member agencies which participate in each distinct and separate program year.

D. Should the total obligations for a program year of CAHELP JPA exceed the total assets of that year, that year's members may be assessed a pro rata share of the additional contribution required as determined and approved by the Governance Council. This provision shall apply to both active member agencies and withdrawing/terminated member agencies.

E. To the extent necessary, all contributions, revenues, obligations, expenditures and disbursements of CAHELP JPA that can be separately and distinctly identified by program year shall be accounted for separately by each program year. All contributions, revenues, obligations, expenditures and disbursements of CAHELP JPA that cannot be separately and distinctly

Revised May 2016

identified by program year shall be allocated to each program year in a manner as determined by the Governance Council.

F. In the event of the dissolution of CAHELP JPA, the complete rescission or other final termination of CAHELP JPA by all member agencies then a party hereto, any property interest remaining in CAHELP JPA following a discharge of all of CAHELP JPA's existing obligations and establishment of reserves for anticipated expenses, shall be returned to the member agencies. The amounts returned to each member shall be in accordance with the member agency's portion of net assets (i.e., "equity") as determined by the Governance Council. Only member agencies in CAHELP JPA shall be entitled to an allocation of any remaining equity, unless otherwise determined by the Governance Council.

G. The Governance Council shall contract with a Certified Public Accountant for an annual audit of the accounts and records of CAHELP JPA whether directly or pursuant to a contract with the Office of the San Bernardino County Superintendent of Schools. The audit shall be conducted in full compliance with all requirements under the California Government Code applicable to joint power authorities, and shall conform to generally accepted auditing standards. On completion, the audit report shall be provided to or otherwise filed with each member agency within six (6) months of the end of the fiscal year under examination, unless otherwise extended by the Governance Council.

## **ARTICLE IX**

### **WITHDRAWAL AND TERMINATION OF MEMBERSHIP**

A. Any member agency may withdraw from CAHELP JPA and terminate its status as a signatory to the Joint Powers Agreement effective at the end of any fiscal year of CAHELP JPA by notifying the CAHELP JPA Governance Council in writing at least one year and one day prior to the close of CAHELP JPA's fiscal year unless the Governance Council by unanimous vote agrees to a shorter timeline. Written notice shall include an adopted Resolution by the Board or governing body of the member agency formally approving withdrawal and termination from membership in CAHELP JPA in order to be effective. Such termination as a member agency in CAHELP JPA shall also result in a termination of the member agency's participation in any CAHELP JPA, program or service as of the end of CAHELP JPA's fiscal year. In addition, such written notice shall, when given, result in any employee or representative of the withdrawing member agency being terminated from CAHELP JPA's Governance Council, or any other Standing Committee effective immediately, unless otherwise directed by the applicable committee.

B. Notwithstanding the foregoing, any member agency may rescind its withdrawal notice from CAHELP JPA, inclusive of its withdrawal from CAHELP JPA programs or services, by written notice with an accompanying resolution from the Board or governing body of the member to be received by CAHELP JPA no later than June 30 of the then existing fiscal year of CAHELP JPA and program participation.



C. Upon any withdrawal, or involuntary termination of a member agency, the withdrawing or terminated member agency shall continue to be responsible for the amount of any additional assessments or contingencies required because of costs, obligations or sums incurred while the withdrawing or terminating member agency was a member of CAHELP JPA and a participant in any program of CAHELP JPA. A withdrawing or terminated member agency shall not be entitled to participate in, or receive any distribution of assets of CAHELP JPA, which assets shall remain the assets of CAHELP JPA.

D. A member agency may be involuntarily terminated from CAHELP JPA by a two-thirds (2/3rds) vote of the Governance Council.

## **ARTICLE X**

### **LIABILITY**

Except as otherwise provided by individual contract, pursuant to the provisions of the Government Code of the State of California, each member agency of CAHELP JPA shall be liable for its pro rata share of all debts and liabilities of CAHELP JPA and its pro rata share of all debts and liabilities of all self-funded programs against members of CAHELP JPA while a member of CAHELP JPA. Notwithstanding the foregoing, all liabilities and equity shall be determined on a program by program basis, with all participants in a given program liable pro rata for all liabilities of a program. . To achieve such purpose, each member agency indemnifies and holds harmless the other members and CAHELP JPA, including all past and present CAHELP JPA staff, Governance Council and all members of other Standing Committees, including all past and present officers for any liability, loss, cost, or expense that may be imposed upon such other member in excess of such pro rata liability.

## **ARTICLE XI**

### **ARBITRATION**

A. In the event of a dispute between a member agency and CAHELP JPA, the dispute shall be subject to binding arbitration and all parties shall be bound by the findings and decision of the Arbitrator(s). All disputes shall be subject to binding arbitration including, but not limited to, any disputes arising between CAHELP JPA and any member agency concerning the Joint Powers Agreement, the Bylaws, any programs, or in any way involving or relating to the operations, management and activities of CAHELP JPA and/or the right, duties or obligations of the member agency.

B. The binding arbitration shall be conducted by JAMS, before a single arbitrator from JAMS, unless otherwise agreed between CAHELP JPA and the member agency, and shall be conducted by and under the operative rules and procedures of JAMS.

C. Regardless of the outcome of the arbitration, CAHELP JPA and the member agency shall share equally in the costs of the arbitration and in the compensation of the arbitrator, provided

that the arbitrator shall have discretion to award fees and costs to the extent the arbitrator finds any claim or defense to have been presented without an objective and reasonable basis, or to the extent the arbitrator determines that a party engaged in conduct which resulted in unnecessary legal fees and costs.

D. The arbitrator shall consider CAHELP JPA as a governmental agency and risk sharing organization, and the parties relationship as an honorable one and neither a contract of adhesion or otherwise as an agreement between parties with adverse interests. The arbitrator shall seek to enforce the terms of the parties' agreements and the intentions of the parties at the time of entering into those agreements, in a fair and objective manner.

E. A judgment based on the decision of the arbitrator may be entered in any court having jurisdiction upon the request of the member agency or CAHELP JPA.

## **ARTICLE XII**

### **BYLAWS**

A. These Bylaws shall be deemed the instrument by which this Authority is governed.

B. These Bylaws shall not be inconsistent with the Joint Powers Agreement or California law.

## **ARTICLE XIII**

### **AMENDMENT**

A. Amendment to these Bylaws may be proposed by any member agency or by any member of the Governance Council, and the Governance Council shall be empowered to revise and amend these Bylaws. Once amended, the revised Bylaws shall be distributed to all member agencies.

B. All amendments must be approved by two thirds (2/3) of a majority of the representatives of the Governance Council sufficient for quorum before the amendment shall become effective.

Effective: \_\_\_ 2014

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