CA HELP JPA Agreement & List of Participating LEAs

CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

Pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties have created a public agency and joint powers authority, separate from the member public agencies, to be known as the California Association of Health and Education Linked Professions or "CA HELP JPA."

2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

3. MEMBERSHIP

All public educational agencies within the jurisdiction of the CA HELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

4. POWERS AND DUTIES OF THE JOINT POWERS AUTHORITY

- A. The CA HELP JPA is hereby empowered in its own name to do all acts necessary to, or incidental and appropriate to accomplishing the functions and purposes set forth in this Agreement, including, but not limited to:
 - 1. to make and enter contracts;
 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CA HELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CA HELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

- 3. to enter into contracts with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the Governance Council;
- 4. to hold title, acquire, construct, manage, maintain, or operate any buildings, works or improvements;
- 5. to incur debts, liabilities or obligations;
- 6. to sue and be sued in its own name; and
- 7. to undertake ancillary programs and services, directly or through permissible auxiliary or exempt organizations.

5. FORMATION OF THE GOVERNANCE COUNCIL

The Administering Agency shall be the CA HELP JPA acting through its Governance Council.

- A. There shall be a Governance Council comprised of not less than seven (7) representatives. The Governance Council shall be comprised of three representatives from Desert/Mountain Special Education Local Plan Area, two (2) representatives from Desert/Mountain Charter Special Education Local Plan Area, and two (2) representatives from Desert/Mountain Charter Special Education Local Plan Area, and two (2) representatives from Desert/Mountain Charter Special Education Area). A majority of the representatives on the Governance Council shall constitute a quorum. The number of members of the Governance Council, terms of office, and the appointment of other advisory bodies or committees, shall be governed by the Bylaws.
- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

6. BYLAWS

CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to

each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

7. ANNUAL AUDIT AND AUDIT REPORTS; ACCOUNTABILITY

- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

8. TREASURER/AUDITOR-CONTROLLER

- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CA HELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CA HELP JPA when the demands have been approved by the Governance Council of CA HELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CA HELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CA HELP JPA

The debts, liabilities, and obligations of CA HELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section ____.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Service and Service

Name of Member

By: Effective: 5 , 2014

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Name of Member

Elaine Gunzales, Board Aresident _____ By: ____ Effective: <u>May 20</u>, 2014

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This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section _____.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member By: Effective: May 15 , 2014

H:\2036 - Desert Mountain SELPA \001
\WORKING PAPERS \JPA Agreement (RJF Further Redline 041014).
docx CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

Pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties have created a public agency and joint powers authority, separate from the member public agencies, to be known as the California Association of Health and Education Linked Professions or "CA HELP JPA."

2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

3. MEMBERSHIP

All public educational agencies within the jurisdiction of the CA HELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

4. POWERS AND DUTIES OF THE JOINT POWERS AUTHORITY

- A. The CA HELP JPA is hereby empowered in its own name to do all acts necessary to, or incidental and appropriate to accomplishing the functions and purposes set forth in this Agreement, including, but not limited to:
 - 1. to make and enter contracts;
 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CA HELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CA HELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

- 3. to enter into contracts with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the Governance Council;
- 4. to hold title, acquire, construct, manage, maintain, or operate any buildings, works or improvements;
- 5. to incur debts, liabilities or obligations;
- 6. to sue and be sued in its own name; and
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5. FORMATION OF THE GOVERNANCE COUNCIL

The Administering Agency shall be the CA HELP JPA acting through its Governance Council.

- A. There shall be a Governance Council comprised of not less than seven (7) representatives. The Governance Council shall be comprised of three representatives from Desert/Mountain Special Education Local Plan Area, two (2) representatives from Desert/Mountain Charter Special Education Local Plan Area, and two (2) representatives from Desert/Mountain Children's Center (as appointed by the Desert/Mountain Special Local Education Plan Area). A majority of the representatives on the Governance Council shall constitute a quorum. The number of members of the Governance Council, terms of office, and the appointment of other advisory bodies or committees, shall be governed by the Bylaws.
- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

6. BYLAWS

CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to

each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

7. ANNUAL AUDIT AND AUDIT REPORTS; ACCOUNTABILITY

- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

8. TREASURER/AUDITOR-CONTROLLER

- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CA HELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CA HELP JPA when the demands have been approved by the Governance Council of CA HELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CA HELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CA HELP JPA

The debts, liabilities, and obligations of CA HELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

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Name of Member

By: <u>Honda Jumblay</u> Effective: <u>5-8-</u>,2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

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AGREEMENT

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elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

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Name of Member By: <u>3</u>, 2014 Effective: N

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- 6 -

CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

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9. FISCAL YEAR

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11. TERMINATION

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This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section ____.

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Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member

By: ____Mrs. Beverly Grabe

Effective: ______, 2014

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JESERT MOUNTAIN SELPA

CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

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2 PURPOSE AND FUNCTION OF CA HELP JPA

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CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

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Name of Member

Excelsion Charter Schools h By: Effective: May 2D, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

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LINKED PROFESSIONS

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Pumpian, CEO Health Science and Middle School. INC Name of Member TAN B 74 2014 5 e con Effective:

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

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- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

6. BYLAWS

CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to

each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

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- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

8. TREASURER/AUDITOR-CONTROLLER

- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CA HELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CA HELP JPA when the demands have been approved by the Governance Council of CA HELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CA HELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CA HELP JPA

The debts, liabilities, and obligations of CA HELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section _____.

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Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

wearingen / superintendent / Secretary to the Board Name of Member Koss By:

Effective: April 11, 2014

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\WORKING PAPERS JPA Agreement (RJF Further Red
line 041014).docx

CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

Pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties have created a public agency and joint powers authority, separate from the member public agencies, to be known as the California Association of Health and Education Linked Professions or "CA HELP JPA."

2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

3. MEMBERSHIP

All public educational agencies within the jurisdiction of the CA HELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

4. POWERS AND DUTIES OF THE JOINT POWERS AUTHORITY

- A. The CA HELP JPA is hereby empowered in its own name to do all acts necessary to, or incidental and appropriate to accomplishing the functions and purposes set forth in this Agreement, including, but not limited to:
 - 1. to make and enter contracts;
 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CA HELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CA HELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

- 3. to enter into contracts with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the Governance Council;
- 4. to hold title, acquire, construct, manage, maintain, or operate any buildings, works or improvements;
- 5. to incur debts, liabilities or obligations;
- 6. to sue and be sued in its own name; and
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5. FORMATION OF THE GOVERNANCE COUNCIL

The Administering Agency shall be the CA HELP JPA acting through its Governance Council.

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The fiscal year for CA HELP JPA shall be July 1 through June 30.

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Name of Member

By: <u>Hesperia Unified School Dist</u>. Effective: <u>5/5</u>, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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RECITALS

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Name of Member

Don By: Effective: June 18, 2014

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IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member

By: Effective: JUNP, 1B _, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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RECITALS

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The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

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All public educational agencies within the jurisdiction of the CA HELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

4. POWERS AND DUTIES OF THE JOINT POWERS AUTHORITY

- A. The CA HELP JPA is hereby empowered in its own name to do all acts necessary to, or incidental and appropriate to accomplishing the functions and purposes set forth in this Agreement, including, but not limited to:
 - 1. to make and enter contracts;
 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CA HELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CA HELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

- 3. to enter into contracts with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the Governance Council;
- 4. to hold title, acquire, construct, manage, maintain, or operate any buildings, works or improvements;
- 5. to incur debts, liabilities or obligations;
- 6. to sue and be sued in its own name; and
- 7. to undertake ancillary programs and services, directly or through permissible auxiliary or exempt organizations.

5. FORMATION OF THE GOVERNANCE COUNCIL

The Administering Agency shall be the CA HELP JPA acting through its Governance Council.

- A. There shall be a Governance Council comprised of not less than seven (7) representatives. The Governance Council shall be comprised of three representatives from Desert/Mountain Special Education Local Plan Area, two (2) representatives from Desert/Mountain Charter Special Education Local Plan Area, and two (2) representatives from Desert/Mountain Charter Special Education Plan Area). A majority of the representatives on the Governance Council shall constitute a quorum. The number of members of the Governance Council, terms of office, and the appointment of other advisory bodies or committees, shall be governed by the Bylaws.
- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

6. BYLAWS

CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

7. ANNUAL AUDIT AND AUDIT REPORTS; ACCOUNTABILITY

- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

8. TREASURER/AUDITOR-CONTROLLER

- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CA HELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CA HELP JPA when the demands have been approved by the Governance Council of CA HELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CA HELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CA HELP JPA

The debts, liabilities, and obligations of CA HELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member Lucerne Valley Unified School District

By:	Suzette M. Davis, Superintendent	Susten Davis
Effec	ctive: May 14 _, 2014	Sighature

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

Pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties have created a public agency and joint powers authority, separate from the member public agencies, to be known as the California Association of Health and Education Linked Professions or "CA HELP JPA."

2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

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elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

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- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

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- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
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The fiscal year for CA HELP JPA shall be July 1 through June 30.

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Name of Member

5 J B

By: Effective: 5/27 ,2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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вy Effective __, 2014

H: \2036 - Desert Mountain SELPA
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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

5

LINKED PROFESSIONS

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WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

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AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

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2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

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 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CA HELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CA HELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

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- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

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CA HELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CA HELP JPA and the programs of CA HELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to

each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

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- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

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- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
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11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section ____.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member

By: Keather Pal Reid

Effective: <u>May 13</u>, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

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Name of Member

whe (es By: 3

Effective: 05/27, 2014

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Name of Member By: _ Effective: May 8, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

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2 PURPOSE AND FUNCTION OF CA HELP JPA

The purpose of CA HELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CA HELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CA HELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CA HELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CA HELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

3. MEMBERSHIP

All public educational agencies within the jurisdiction of the CA HELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

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 - 1. to make and enter contracts;
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elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

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- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CA HELP JPA.

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each of the participating public agencies. Each party that elects to participate in CA HELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CA HELP JPA shall be operated pursuant to this Agreement and the Bylaws.

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- A. Accurate fiscal records shall be maintained by the CA HELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CA HELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

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- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CA HELP JPA to be the depository of CA HELP JPA and have custody of funds of CA HELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CA HELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CA HELP JPA.
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- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CA HELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CA HELP JPA

The debts, liabilities, and obligations of CA HELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CA HELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CA HELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section ____.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

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Name of Member

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Desert/ Mountain Special Education Local Plan Area

17800 Highway 18 ·Apple Valley ·California 92307- 1219 (760) 552-6700 · fax [760] 242-5363 <u>http://dmselpa.org</u> Ronald J. Powell, Ph.D., Administrator

Participating Local Education Agencies

- Academy for Academic Excellence Charter School
- Adelanto Elementary School District
- Apple Valley Unified School District
- Baker Valley Unified School District
- Barstow Unified School District
- Bear Valley Unified School District
- Excelsior Charter School
- Explorer Elementary School
- Health Sciences Middle
- Health Sciences High and Middle College Charter School
- Helendale Elementary School District
- Hesperia Unified School District
- High Tech High
- High Tech International
- High Tech High Media Arts
- High Tech Middle Media Arts
- High Tech Middle School
- High Tech High Learning Statewide Benefit Charter School*
- Lucerne Valley Unified School District
- Needles Unified School District
- Norton Space and Aeronautics Academy Charter School
- Oro Grande Elementary School District
- San Bernardino County Superintendent of Schools
- Silver Valley Unified School District
- Snowline Joint Unified School District
- Trona Joint Unified School District
- Victor Elementary School District
- Victor Valley Union High School District

*High Tech High Statewide Benefit Charter School sites:

- High Tech High Chula Vista
- High Tech High Chula Vista Elementary
- High Tech High Chula Vista Middle
- High Tech High North County
- High Tech High Middle North County
- High Tech High Elementary North County

CA HELP JPA Agreement & List of Participating LEAs

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- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CAHELP JPA to be the depository of CAHELP JPA and have custody of funds of CAHELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CAHELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CAHELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CAHELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CAHELP JPA when the demands have been approved by the Governance Council of CAHELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CAHELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CAHELP JPA

The debts, liabilities, and obligations of CAHELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CAHELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CAHELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member

By: <u>Deluca Jawer</u> Effective: <u>May 13</u>, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

JOINT POWERS AUTHORITY AGREEMENT

The signatory parties enter into this Joint Powers Agreement dated April 11, 2014 (the "Agreement"), which is made and entered into by those school districts, community colleges, public charter schools and other public educational agencies and joint power authorities in the State of California, including certain existing public educational agencies in the Desert/Mountain Special Education Local Plan Area ("DMSELPA") and the Desert/Mountain Charter SELPA ("DMCS"), providing for the administration of a special education service region and for the implementation of the state mandated special education programs, and to provide for such ancillary and related programs and services consistent with this Agreement and California law.

RECITALS

WHEREAS, pursuant to Education Code sub-section 56195.1 (b), each school district is authorized to join with one another to submit a local plan (the "Local Plan") for the education of children with exceptional needs;

WHEREAS, pursuant to Education Code subsection 56195.1 (b), the Local Plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the Local Plan;

WHEREAS, pursuant to the Education Code subsection 56195.1 (b), all of the Local Educational Agencies ("LEAs") signatory hereto are authorized to enter contractual agreements under the Local Plan;

WHEREAS, pursuant to Government Code Section 6502, if authorized by their governing bodies, two or more public agencies by Agreement may jointly exercise any power common to the contracting parties;

WHEREAS, the governing boards of the participating public agencies signatory to the Agreement have determined that a joint powers authority providing for the administration of a special education service region, compliance with a Local Plan, and for the offering, provision, oversight and administration of ancillary and related programs and services, is of value on an individual member and collective membership basis;

WHEREAS, it is deemed advisable to the participating and signatory public agencies to exercise jointly their common powers through an elected Governance Council of the joint powers authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN AND OF THE MUTUAL BENEFITS TO BE DERIVED THEREFROM, each of the signatory parties hereto agrees as follows:

AGREEMENT

1. CREATION OF JOINT POWERS AGENCY

Pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the parties have created a public agency and joint powers authority, separate from the member public agencies, to be known as the California Association of Health and Education Linked Professions or "CAHELP JPA."

2 PURPOSE AND FUNCTION OF CAHELP JPA

The purpose of CAHELP JPA shall be to submit to or participate in the submittal to the California Superintendent of Public Instruction of a Local Plan or Local Plans, as needed, for the education of children with exceptional needs within the jurisdiction of CAHELP JPA, to provide a governance structure and necessary administrative support to implement the Local Plan, to establish a system for determining the responsibility of member LEAs for the education of each individual with exceptional needs residing within the jurisdiction of the CAHELP JPA, and to provide ancillary and related services and programs for students with special needs, and to designate CAHELP JPA as a local agency or other administrative entity to perform such functions as the receipt and distribution of regionalized services funds, provision of administrative support, and coordination of the implementation of the Local Plan, program and service. The CAHELP JPA shall also be empowered to form such auxiliary or exempt organizations as may be permitted under California law.

3. MEMBERSHIP

All public educational agencies within the jurisdiction of the CAHELP JPA authorized to provide educational services for children with exceptional needs shall be eligible for membership. Membership shall be effective upon approval of the Governance Council and execution of this Agreement by such agency. Each member agency shall be entitled to the rights and privileges, and shall be subject to the duties and obligations, of membership, as provided in this Agreement.

4. POWERS AND DUTIES OF THE JOINT POWERS AUTHORITY

- A. The CAHELP JPA is hereby empowered in its own name to do all acts necessary to, or incidental and appropriate to accomplishing the functions and purposes set forth in this Agreement, including, but not limited to:
 - 1. to make and enter contracts;
 - 2. to recommend through the Governance Council a SELPA Director to be employed by the San Bernardino County Superintendent of Schools to assist the Governance Council with its policy and rule making decisions in implementing the Local Plan. The SELPA Director shall function according to the contractual provisions agreed between the CAHELP JPA Governance Council and the San Bernardino County Superintendent of Schools. CAHELP JPA may, acting through its Governance Council,

elect to directly retain a SELPA Director in accordance with California law and the Local Plan(s).

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5. FORMATION OF THE GOVERNANCE COUNCIL

The Administering Agency shall be the CAHELP JPA acting through its Governance Council.

- A. There shall be a Governance Council comprised of not less than seven (7) representatives. The Governance Council shall be comprised of three representatives from Desert/Mountain Special Education Local Plan Area, two (2) representatives from Desert/Mountain Charter Special Education Local Plan Area, and two (2) representatives from Desert/Mountain Charter Special Education Plan Area). A majority of the representatives on the Governance Council shall constitute a quorum. The number of members of the Governance Council, terms of office, and the appointment of other advisory bodies or committees, shall be governed by the Bylaws.
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6. BYLAWS

CAHELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CAHELP JPA and the programs of CAHELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to each of the participating public agencies. Each party that elects to participate in CAHELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CAHELP JPA shall be operated pursuant to this Agreement and the Bylaws.

7. ANNUAL AUDIT AND AUDIT REPORTS; ACCOUNTABILITY

- A. Accurate fiscal records shall be maintained by the CAHELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CAHELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

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The fiscal year for CAHELP JPA shall be July 1 through June 30.

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Name of Member

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herry By: June 9 ___, 2014 Effective:

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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Name of Member

By: <u>Delua Sarver</u> Effective: <u>May 13</u>, 2014

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CALIFORNIA ASSOCIATION OF HEALTH AND EDUCATION

LINKED PROFESSIONS

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- B. The Governance Council is empowered to establish or to participate in the establishment of a system for determining the responsibility of member agencies for the education of each individual with exceptional needs and to designate an administrative entity to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support, and coordination of the implementation of the Local Plan for the education of children with exceptional needs, and to undertake such ancillary and related programs as determined by the Governance Council. The Governance Council shall determine all policy matters for the CAHELP JPA.

6. BYLAWS

CAHELP JPA shall be maintained, operated and governed pursuant to the Agreement and Bylaws, as approved by the Governance Council. The Bylaws shall contain the terms and conditions under which each individual public agency will participate in CAHELP JPA and the programs of CAHELP JPA, including, but not limited to, provisions for allocation of losses, establishment of reserves, administrative costs, withdrawal and distribution of any unobligated funds as well as accounting controls and procedures. A copy of the Bylaws shall be provided to each of the participating public agencies. Each party that elects to participate in CAHELP JPA agrees to comply with and to be bound by the Bylaws, and further covenants and agrees that CAHELP JPA shall be operated pursuant to this Agreement and the Bylaws.

7. ANNUAL AUDIT AND AUDIT REPORTS; ACCOUNTABILITY

- A. Accurate fiscal records shall be maintained by the CAHELP JPA under direction and supervision of the Governance Council. There shall be strict accountability of all funds and report of all receipts and disbursements. The Governance Council shall cause an independent audit of the accounts and records to be made at least once each year by a certified public accountant, and a report thereof filed, as a public record, with the Governance Council, each of the member agencies and other agencies as required by law. Such reports shall be filed within (12) months after the end of the fiscal year under examination.
- B. The CEO of the CAHELP JPA is designated as the public officer who has charge of and access to any property purchased or obtained in carrying out the terms of this agreement and shall be bonded in the amount of at least \$50,000. The Governance Council may designate such other individuals as public officers with like or lesser authority pursuant to this Agreement and in compliance with California law.

8. TREASURER/AUDITOR-CONTROLLER

- A. Subject to approval of the Governance Council, the Treasurer of the County of San Bernardino is hereby designated as the Treasurer of CAHELP JPA to be the depository of CAHELP JPA and have custody of funds of CAHELP JPA, and as such shall have the powers, duties and responsibilities set forth in Section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Treasurer of CAHELP JPA is hereby delegated the duties and authority set forth at Sections 53607 and 53608 of the Government Code with respect to funds of CAHELP JPA.
- B. Subject to approval of the Governance Council, the Auditor-Controller of the County of San Bernardino is hereby designated as Auditor-Controller of CAHELP JPA and as such, shall have the powers, duties, and responsibilities specified in section 6505.5 of the Government Code, unless otherwise directed or designated by the Governance Council. The Auditor-Controller shall draw warrants to pay demands against CAHELP JPA when the demands have been approved by the Governance Council of CAHELP JPA or its designee and duly processed through the San Bernardino County Superintendent of Schools.
- C. The Governance Council shall have authority to invest funds in such accounts or use funds for such purposes as otherwise permitted under the Government Code and related statutes, including changing depository institutions, auditor and controller functions.

9. FISCAL YEAR

The fiscal year for CAHELP JPA shall be July 1 through June 30.

10. OBLIGATIONS OF CAHELP JPA

The debts, liabilities, and obligations of CAHELP JPA shall be the debts, liabilities and obligations of the member agencies party to this Agreement. All debts, liabilities, and obligations arising from the administering and operation of individual member and public educational agency services shall be the individual debts, liabilities and obligations of the respective individual members and public educational agencies. It is hereby agreed and stipulated by each member agency, as authorized by Government Code Section 895.6, that each member agency shall bear ultimate financial responsibility in proportion to its active fault with respect to personal injury and property damage due to its negligent and wrongful acts or omissions occurring in the performance of the Agreement without the right of indemnification or contribution from each of the other member agencies party to this Agreement.

11. TERMINATION

This Agreement may be terminated by written agreement of three-quarters member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination. Upon termination of this Agreement, CAHELP JPA shall continue to exist for the purpose of disposing of all claims, distribution of all assets and all other functions necessary to wind up the affairs of the CAHELP JPA. Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section ____.

12. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

13. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the vote of the Governance Council.

14. EXECUTION

This Agreement may be executed by each current as well as future participating public agency on a separate copy thereof with the same force and effect as though all participating public agencies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such participating public agencies. IN WITNESS WHEREOF, the following parties hereto have caused this Agreement to be duly executed:

Name of Member Kerry Kilimnik

By: Kelly Kilimnik Effective: 6/18, 2014

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Desert/Mountain Charter Special Education Local Plan Area

17800 Highway 18 ·Apple Valley ·California 92307- 1219 (760) 552-6700 · fax [760] 242-5363 <u>http://dmselpa.org</u> Ronald J. Powell, Ph.D., Administrator

Participating Local Education Agencies

Desert Trails Preparatory Academy

Encore Junior/Senior High School

LaVerne Elementary Preparatory Academy

Taylion High Desert Academy