

**RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**  
**Joint Powers Agreement (JPA) for Special Education**

**WITNESSETH**

The undersigned parties entered into a Joint Powers Agreement (JPA) for Special Education effective July 1, 2006, providing for the administration of a special education service region for the implementation of the State mandated special education program, and,

NOW, THEREFORE, in consideration of this clarification, of the mutual covenants herein and of the mutual benefits to be derived there from, each of the parties hereto agree as follows:

**PREAMBLE**

THIS AGREEMENT, effective July 1, 2006, and hereby revised by and among the Local Educational Agencies (LEA) signatory hereto is entered into pursuant to the provisions of Title I, Division 7, Chapter 5 (Sections 6500 et seq.) of the California Government Code, relating to joint exercise of powers for the purpose of establishing, governing, implementing, coordinating, and operating a local plan for the education of individuals with exceptional needs.

**RECITALS**

WHEREAS, pursuant to Education Code sub-sections 56140 (d), the County Superintendent of Schools and each LEA is authorized to join with one another to submit a local plan for the education of children with exceptional needs,

WHEREAS, pursuant to the Education Code, said plan may specify that an entity other than the County Superintendent of Schools shall coordinate implementation of the plan,

WHEREAS, pursuant to the Education Code, all of the LEAs signatory hereto are authorized to enter contractual Agreements under said 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,

NOW, THEREFORE, for and in consideration of the mutual covenants herein and of the mutual benefits to be derived therefrom, each of the parties hereto agrees as follows:

**AGREEMENT**

**1. CREATION OF JOINT POWERS AGENCY**

There is hereby created a Riverside County Special Education Local Plan Area (SELPA) Joint Powers Agreement (JPA) separate and apart from the parties hereto and hereinafter designated as "Riverside County SELPA JPA."

**2. PURPOSE**

The purpose of Riverside County SELPA JPA shall be to submit to the California Superintendent of Public Instruction a local plan for the education of children with exceptional needs within the Riverside County SELPA, to provide a governance structure and any necessary administrative support to implement the plan, to establish a system for determining the responsibility of member Local Education Agencies for the education of each individual with exceptional needs residing within the Riverside County SELPA, and to designate the Val Verde Unified School District as the Administrative Unit (AU) to perform such functions as the receipt and distribution of all SELPA funds and provision of administrative support.

3. **TERM**

This Agreement became effective on the date set forth in the Preamble hereof and shall continue until terminated as hereinafter provided (such withdrawal must be in accordance with the terms of Section 12 hereof).

4. **MEMBERSHIP**

All public LEA within the Riverside County SELPA 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 due 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. \*River Springs Charter School is the lead agency and representative in the governance of the SELPA as one combined single vote for the "Springs Charter Schools." \*\*Riverside County Education Academy has same authorizing board and administration so authorized for one vote in governance committees of the SELPA.

The LEA members of this Agreement are:

Alvord Unified School District  
Banning Unified School District  
Beaumont Unified School District  
Coachella Valley Unified School District  
Desert Center Unified School District  
Desert Sands Unified School District  
\*Empire Springs Charter School (effective July 1, 2013)  
\*Harbor Springs Charter School (effective July 1, 2013)  
Hemet Unified School District  
Jurupa Unified School District  
Lake Elsinore Unified School District  
Menifee Union School District  
Murrieta Valley Unified School District  
Nuview Union School District  
Palm Springs Unified School District  
Palo Verde Unified School District  
Perris Elementary School District  
Perris Union High School District  
\*River Springs Charter School (effective July 1, 2007)  
\*\*Riverside County Education Academy – Indio Charter School (effective July 1, 2016)  
\*\*Riverside County Education Academy – Moreno Valley Charter School (effective July 1, 2016)  
Romoland Elementary School District  
San Jacinto Unified School District  
Santa Rosa Academy [Charter School] (effective July 1, 2014)  
Val Verde Unified School District  
Riverside County Office of Education

5. **GOVERNANCE COUNCIL**

**ARTICLE I Administering Agency**

The Administering Agency of the Riverside County SELPA JPA shall be the Governance Council, and hereinafter referred to as the JPA Board.

**ARTICLE II Purpose**

The purpose of this JPA Board shall be to formulate policy and develop regulations and

guidelines for the operation of the Master Plan for Special Education, to allocate resources and approve an annual budget, and to mediate problems arising from the implementation of the Master Plan and the administration of contracts. It shall be the intent of the JPA Board to minimize financial encroachment upon school district's general education funds.

### **ARTICLE III Membership**

The membership of the Riverside County SELPA JPA Board shall be the superintendents of participating LEAs in the Master Plan for Special Education and the County Superintendent of Schools. The term "Superintendent" shall include The Chief Executive Official of a member LEA.

### **ARTICLE IV Officers**

The officers of the JPA Board are Chair and Vice Chair. The Vice Chair shall be elected in the last meeting of the current year for the ensuing year and shall take office on July 1. The Vice Chair shall succeed the Chair. The SELPA Executive Director shall serve as Secretary to the JPA Board.

### **ARTICLE V Voting Rights**

Section 1: Only LEA superintendents and the County Superintendent, or an acting/interim superintendent designated by a governing board shall have the right to one vote. \*River Springs Charter School is the lead agency and representative in the governance of the SELPA as one combined single vote for the "Springs Charter Schools." Other LEA Charters have one vote.

Section 2: The total of ayes, noes, or abstentions shall be recorded in the minutes for each action taken by the JPA Board. Any member may have his/her vote recorded in the minutes upon request.

### **ARTICLE VI Meetings**

Section 1: The Chair shall establish the date, time, and place for regular meetings of the JPA Board and may call special meetings as necessary. All meetings shall be conducted in public.

Section 2: Notices and agendas are to be prepared and mailed or delivered by the Secretary five (5) days in advance of meetings. In an emergency, notices and agendas may be e-mailed to each superintendent's office no later than the day preceding a special meeting.

Section 3: Addendum to the agenda may be accepted for action providing either (1) the Secretary's office notifies each superintendent's office no later than the day preceding the meeting; or (2) the majority of a quorum at a scheduled meeting certifies the item as an emergency.

Section 4: No action shall be taken unless a quorum is present. No action shall be taken except at a regular, special, or adjourned meeting. No action shall be taken on any item not listed on the agenda as an action item, except items qualified by Sections 2 or 3.

Section 5: A quorum shall be seven (7) superintendents or charter school CEO combined.

Section 6: An affirmative vote by a majority of the superintendents present shall be sufficient to pass a motion except as provided in Article IX.

### **ARTICLE VII Committees**

Section 1: The JPA Board shall operate as a committee of the whole.

- Section 2: The JPA Board Steering Committee shall consist of a representative from each zone and the County Superintendent of Schools. Each zone representative's name shall be submitted by the respective zone no later than May of the current year for the ensuing year. The following shall be a liaison to the JPA Board Steering Committee: Coordinating Council Chair and a CBO from the Administrative Unit as a Finance Committee Member.
- Section 3: The JPA Board Steering Committee shall serve as the Nominating Committee and recommend the Vice Chair to the JPA Board for the ensuing year. The County Superintendent of Schools may not serve as Chair or Vice Chair. The Chair and Vice Chair may also serve as a zone representative. In addition, the Nominating Committee shall make recommendations to the JPA Board Steering Committee for filling officer vacancies that occur during the year.
- Section 4: The Chair may appoint ad hoc committees as necessary. Ad hoc committees shall report to the JPA Board.

#### **ARTICLE VIII Parliamentary Authority**

The parliamentary authority for the JPA Board shall be Robert's Rules of Order, latest edition.

#### **ARTICLE IX Amendment of Bylaws**

- Section 1: Proposed amendments shall be submitted in writing in advance to the JPA Board members for consideration.
- Section 2: An amendment shall require 2/3 vote of the members present.

### **6. POWERS AND DUTIES**

- A. The Riverside County SELPA JPA is hereby empowered in its own name to do all acts necessary for or incidental to accomplishing the purposes set forth in this Agreement, including, but not limited to, any or all of the following:
- (1) to make and enter contracts;
  - (2) a SELPA Personnel Committee to be appointed by the JPA Board Chair, represented of the JPA Board Chair and a superintendent from each of the other zones, with a function of evaluating the SELPA Executive Director;
  - (3) to enter into contract with any member agency for all necessary staff, fiscal, clerical and regionalized services as determined by the JPA Board;
  - (4) to incur debts, liabilities or obligations; and,
  - (5) to sue and be sued in its own name.
- B. The JPA Board is hereby empowered to establish a system for determining the responsibility of member agencies for the education of each individual with exceptional needs residing within the SELPA, and to designate the AU to perform such regionalized functions as the receipt and distribution of all SELPA funds and provisions of administrative support. The JPA Board shall determine all policy matters for the Riverside SELPA.
- (l) Accountability Reports, Audits
    - a. Accurate fiscal records shall be maintained by the SELPA Executive Director as directed by the JPA Board. There shall be strict accountability of all funds and report of all receipts and disbursements of the Riverside County SELPA JPA.
    - b. The JPA Board 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 JPA Board, 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.

(2) Fiscal Year

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

(3) Budget

The JPA Board shall adopt a budget for the Riverside County SELPA JPA in the manner prescribed by the JPA Board.

(4) Succession to Riverside County SELPA Funds

The Riverside County SELPA shall succeed to the surplus funds, assets and equipment, if any, of the prior JPA, which remain after payment of its debts, liabilities, and obligations.

**7. OBLIGATIONS OF SELPA AND MEMBER AGENCIES**

- A. The debts, liabilities, and obligations of SELPA arising from the administering and operation of regionalized services and accrued in the Regionalized Services Budget shall be the debts, liabilities and obligations of the member agencies party to this Agreement.
- B. All debts, liabilities, and obligations arising from the administering and operation of individual LEA services and/or county superintendent's special education school services shall be the individual debts, liabilities and obligations of the respective LEAs and/or county superintendent. 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.

**8. WITHDRAWAL**

A. Right to Withdrawal

After a minimum of one year of membership, a member agency may withdraw from this Agreement, effective at the end of the fiscal year and provided said member agency has given the JPA Board ninety (90) days written notice of intent to withdraw prior to the effective date of withdrawal.

B. Effect of Withdrawal

The withdrawal of any member agency from this Agreement shall not terminate this Agreement unless as a result of such withdrawal there are fewer than two member agencies remaining. A member agency withdrawing shall be entitled to a distribution of assets as set forth in Section 11 hereof.

**9. TERMINATION**

A. Notice: Process

This Agreement may be terminated by written agreement of all member agencies, effective at the end of a fiscal year, upon 180 days written notice prior to the effective date of such termination.

B. Winding Up Affairs

Upon termination of this Agreement, Riverside County SELPA 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 Riverside County SELPA.

C. Effect of Termination

Upon termination of the Agreement, the member agencies shall be entitled to a distribution of assets as set forth in Section 10 hereof.

10. DISTRIBUTION OF ASSETS AND SURPLUS MONEY

Upon termination of this Agreement or withdrawal of a member agency, any remaining assets after all obligations of SELPA have been met shall be distributed as follows: A share of all property of SELPA, including all moneys on hand or due but uncollected, shall be distributed to each withdrawing or terminating member agency in proportion to contributions made upon the effective date of such withdrawal or termination. However, in the event of termination where there is a successor AU or other administrative entity established for all of the then member agencies, such assets and surplus money shall be distributed to the successor AU.

11. SEVERABILITY


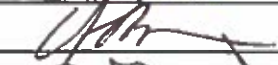



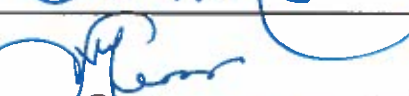
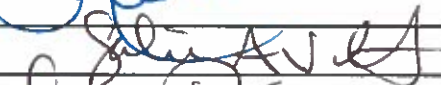




Should any part, term, or provision of this Agreement be decided by the Courts to be illegal or in conflict with any law of the State of California or the United States or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

12. AMENDMENT

This Agreement may be amended at any time by the written Agreement of two-thirds of the votes of the LEAs present at a regular or special meeting of the JPA Board.

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

ALVORD USD	By: <u>Arif Salayan</u>
BANNING USD	By: <u>Robert G. Jahn</u>
BEAUMONT USD	By: <u>Maureen E. Rathaw</u>
COACHELLA VALLEY USD	By: <u>Christy Kidoz</u>
DESERT CENTER USD	By: <u>[Signature]</u>
DESERT SANDS USD	By: <u>[Signature]</u>
EMPIRE SPRINGS CHARTER SCHOOL	By: <u>[Signature]</u>
HARBOR SPRINGS CHARTER SCHOOL	By: <u>[Signature]</u>
HEMET USD	By: <u>Barry Kayser</u>
JURUPA USD	By: <u>[Signature]</u>
LAKE ELSINORE USD	By: <u>[Signature]</u>
MENIFEE UNION SD	By: <u>[Signature]</u>
MURRIETA VALLEY USD	By: <u>[Signature]</u>
NUVIEW UNION SD	By: <u>[Signature]</u>
PALM SPRINGS USD	By: <u>Chester J. Oude</u>

PALO VERDE USD	BY: 
PERRIS ELEMENTARY SD	By: 
PERRIS UNION HIGH SD	By: 
RIVER SPRINGS CHARTER SCHOOL	By: 
RIVERSIDE COUNTY EDUC. ACADEMY - INDIO CHARTER SCHOOL	By: 
RIVERSIDE COUNTY EDUC. ACADEMY - MORENO VALLEY CHARTER SCHOOL	By: 
ROMOLAND SD	By: 
SAN JACINTO USD	By: 
SANTA ROSA ACADEMY	By: 
VAL VERDE USD	By: 
RIVERSIDE CO. SUPT. OF SCHOOLS	By: 

Revised: 8/25/06, 10/27/06, 10/24/08, 2/24/12, 08/30/13, 05/16/14, 03/20/15, 4/22/16