

COLTON-REDLANDS-YUCAIPA
REGIONAL OCCUPATIONAL PROGRAM

JOINT POWERS
AGREEMENT

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COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

TENTH AMENDED

JOINT POWERS AGREEMENT

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**COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM
TENTH AMENDED**

JOINT POWERS AGREEMENT

**TO ESTABLISH, OPERATE, AND MAINTAIN A REGIONAL OCCUPATIONAL
PROGRAM FOR PROVIDING VOCATIONAL EDUCATION**

THIS AGREEMENT, is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers among the following parties:

**THE COLTON JOINT UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO AND
RIVERSIDE COUNTIES:**

**THE REDLANDS UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO COUNTY:
AND**

**THE YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT OF SAN
BERNARDINO AND RIVERSIDE COUNTIES**

Recitals:

The Legislature has enacted Sections 52300-52334.7 of the State Education Code pertaining to the establishment, operation, and maintenance of regional occupational programs.¹

Witnesseth:

WHEREAS, it is the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement (hereinafter “Agreement”) to accomplish the purpose hereinafter set forth; and

WHEREAS, due to the results of the plan for the establishment of course sequences specified in Section 52302 of the Education Code, the parties herein subscribed have determined that there is a need to further career technical education in this area and for regional occupational programs and instructional facilities to be made available; and

¹ Appendix 1 and Appendix 2

WHEREAS, due to the results of the plan for the establishment of course sequences specified in Section 52302 of the Education Code, the parties herein subscribed have determined that there is a need to further career technical education in this area and for regional occupational programs and instructional facilities to be made available; and

WHEREAS, the development, organization, and implementation of such a program is of such magnitude that it is necessary for aforesaid parties to join together in this Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the agencies participating in this Agreement are legally authorized under sections 52300-52334.7 of the Education Code to perform the responsibilities relative to career technical education hereinafter set forth.

WHEREAS, in addition to the objective of carrying out the intent of the Legislature as declared in Sections 52300 through 52334.7 of the Education Code, it is the purpose of the parties to this Agreement to provide herein for the establishment of a Regional Occupational Program (hereinafter “ROP”) providing the following training primarily for:

- a. Middle school and high school students residing in the participating districts in order to provide them with economically useful career technical education skills.**
- b. Persons who reside in a participating district and are not enrolled in a middle school or high school and will profit from the instruction.**

WHEREAS, it is not the purpose of the ROP to provide a separate middle school or high school of any kind; and in accordance with the policy, the ROP shall not issue diplomas of high school graduation. The Regional Occupational Program shall provide career technical education training in support and augmentation of programs offered by middle schools, high schools, adult schools, or community colleges located within the participating Districts. The ROP shall make available to the participating schools and students occupation guidance information and services.

The ROP shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, in its recruitment, employment, dismissal, or enrollment, assignment, and evaluation in career technical education programs and support services.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. PURPOSE OF THE PROGRAM: It shall be the purpose and responsibility of the ROP Governing Board exercising administrative responsibility for the program to plan, implement and serve, with the participating school districts, the expanded career**

technical education needs of people and communities in the area comprising the ROP.

2. **TERM OF AGREEMENT:** This Agreement shall become effective and binding between participating parties upon action of each district board as attested by the signature of their duly represented agent on this Joint Powers Agreement and approval by the San Bernardino County Superintendent of Schools and the State Board of Education. This Agreement shall continue in effect until terminated as provided herein. Additional agencies may enter into this Agreement subject to approval and conditions as agreed upon by the requesting school district board, the Colton-Redlands-Yucaipa Regional Occupational Program Governing Board (hereinafter referred to as the ROP Governing Board), each participating school district, the San Bernardino County Superintendent of Schools and the State Board of Education. This document shall be reviewed every five years by the participating districts. The next review shall be completed by July 1, 2030. Upon written request by a participating district board, this document may be reviewed at any time. In the event of reorganization of one or more of the districts participating in this Agreement, any newly formed district which succeeds to the obligation of a participating district, shall have a successor's pro rata percentage interest of the assets and obligations based on the respective proportion of operating funds established by class sections prorated to the new district from the time the former district entered into this agreement. Applications of new parties must be made by the requesting districts on or before February 1st. Addition of new parties to this agreement must be approved by the ROP Governing Board by June 1st. For purposes of this agreement, the term "fiscal year" shall mean the period from July 1 to and including the last day of June of the following year.
3. **ESTABLISHMENT OF AND NAME OF PROGRAM:** A separate joint powers entity shall be and is hereby created, and shall be designated as the Colton-Redlands-Yucaipa Regional Occupational Program (hereinafter referred to as "CRY-ROP").
4. **BOARD:** The CRY-ROP shall be governed by a board consisting of two (2) board members from each of the districts that are parties to this Agreement. The Governing Board of each district participating in this Agreement shall appoint two (2) Board members of its board to serve as primary members of the CRY-ROP Governing Board. Such persons shall serve at the pleasure of the school district board appointing such member. Each district governing board shall appoint one member as an alternate to act as a voting member of the CRY-ROP Governing Board during the absence of a regular member. Primary members and alternates shall be named by each respective district governing board at its annual organizational meeting or thereafter.
 - a. **TERM OF OFFICE:** The normal term of office for primary members serving on the CRY-ROP Governing Board shall be two (2) years. The

normal term of office for an alternate, to act as a member of the Governing Board during the absence of its primary member, shall be one (1) year. In the event of a vacancy, the district school board having the appointment shall fill the vacancy for the remainder of the unexpired term.

- b. **SCOPE OF POWERS:** The CRY-ROP Governing Board shall have the power and authority to exercise any power common to the districts which are parties to this Agreement, provided that the same are in furtherance of the objectives of the CRY-ROP Governing Board. The powers and authority of the CRY-ROP shall continue until termination of this Agreement. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the CRY-ROP Governing Board shall be in accordance with the manner of exercising such powers by a school district of San Bernardino County, except as otherwise provided in this Agreement. The CRY-ROP Governing Board shall enact and adopt appropriate rules or by-laws which are consistent with this Agreement for the orderly transaction of the business for this program.
- c. **NOTICES:** The CRY-ROP Governing Board, by resolution, shall designate a specific location at which it will receive notices, correspondence and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the CRY-ROP Governing Board. The CRY-ROP Governing Board shall comply with the provisions of Section 53051 of the California Government Code requiring the filing of a statement with the Secretary of State of California and with the County Clerk of San Bernardino.
- d. **MEETINGS:** The CRY-ROP Governing Board shall hold at least six (6) regular meetings each year; the hour, time, and place for each such regular meeting shall be fixed annually by resolution of the CRY-ROP Governing Board. The CRY-ROP Governing Board may also hold special meetings. All meetings of the CRY-ROP Governing Board shall be called, held, and conducted in accordance with the terms and provisions of Government Code, Section 54950, et. seq., and Education Code, Section 35140, et. seq., or as may be augmented by further rules of the CRY-ROP Governing Board not inconsistent with those laws. Except as permitted by law, all meetings of the CRY-ROP Governing Board shall be open and public. The CRY-ROP Governing Board shall keep or cause to be kept, minutes of its meetings, and shall promptly transmit to the board of education of each of the parties hereto true and correct copies of the minutes of such meetings.
- e. **OFFICERS AND EMPLOYEES:** The CRY-ROP Governing Board shall annually elect a president, vice-president, and clerk. The CRY-ROP Governing Board shall appoint, and shall fix and pay the compensation of

Chief Executive Officer to be known as the Superintendent, who shall not be a member of the CRY-ROP Governing Board. The Superintendent shall serve as secretary to the CRY-ROP Governing Board. Pursuant to Government Code Section 6505.1, the Superintendent is hereby designated as the person who has charge of all property of the program. The Treasurer of the CRY-ROP Governing Board and the auditor-controller of said Board shall be the Treasurer and Auditor-Controller, respectively of the County of San Bernardino. The CRY-ROP Governing Board may appoint any other officer, or officers, or employees, and employ or retain the services of other organizations and individuals as it may deem necessary or appropriate, and fix and pay their compensation. The employees and officer or officers of said CRY-ROP Governing Board shall not be deemed to be employees or officers of any party to this Agreement. (Certificated employees of the CRY-ROP Governing Board shall be employed pursuant to Education Code, Section 44910. Classified employees of the CRY-ROP Governing Board shall be employed pursuant to Education Code, Section 45100, et. seq., as those sections relate to non-merit system employees).

- f. **VOTING:** The presence of a majority of the CRY-ROP Governing Board members shall be required in order to constitute a quorum for the conduct or transaction of business. No action shall be valid unless the majority of the entire membership of the Governing Board concur therein by their votes.

5. FISCAL DUTIES AND RESPONSIBILITIES

- a. **HANDLING FUNDS:** The CRY-ROP Governing Board shall have all powers and authority vested in a school district of San Bernardino County to receive, accept, and expend or disburse funds by contract or otherwise, for purposes consistent with the provisions hereof and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds except as limited in this Agreement or by applied laws or regulations. All expenditures of funds shall be authorized by the CRY-ROP Governing Board. The CRY-ROP Governing Board may contract with one of the member Districts or a County Superintendent of Schools to act as fiscal officer, maintain the accounting program, payroll, credentials, etc.
- b. **BUDGET:** The CRY-ROP Governing Board shall annually, on or before July 1, adopt a final budget, in accordance with Education Code Sections 42103 and 42127, showing sources of revenue and each of the purposes for which the CRY-ROP will need money and the estimated amount of money that will be needed for each such purpose for the ensuing fiscal year. A copy

of the final budget shall be transmitted to each of the participating district superintendents for informational purposes and the County Superintendent for action by July 1 of each year.

- c. **FUNDING:** The County Superintendent of Schools and the County Auditor are hereby authorized to arrange for or transfer funds from each participating district to the CRY-ROP fund in accordance with procedures mutually agreed to by the participating districts.
1. **Operating Funds From Participating School Districts:** The CRY-ROP shall receive in annual operating funds from each of the participating school districts an amount that is equal to the 2008-2009 fiscal year CRY-ROP apportionment adjusted to include applied cost of living adjustments through 2017-2018.
 2. **Schedule of Payments:** Concurrently with its adoption of the annual budget, the Board shall adopt an annual schedule of payments to be made by the participating school districts equal to the 2008-2009 fiscal year CRY-ROP apportionment adjusted to include applied cost of living adjustments through 2017-2018 consisting of their respective shares of the CRY-ROP's operating funds for said year. Said schedule of payments shall specify the date each such payment shall be due, the total amount of each such payment and the pro rata share thereof which shall be due from each participating school district. The schedule of payments adopted by the Board shall be approved by the participating school districts. Payments shall be made when due by each participating school district in accordance with the schedule of payments unless otherwise agreed in writing by the Superintendent of the CRY-ROP.
 3. The 2014-2015 school year will establish the base for proportion of operating funds established by class sections provided by the CRY-ROP on member districts' middle and high school campuses, periods zero through seventh. Said proportion will be implemented beginning in 2015-2016. Beginning in 2015-2016, if a district requests additional ROP class sections to be offered, the costs shall be reflected in the annual Master Agreement. If a district requests a reduction in class sections offered, the reductions shall be reflected in the annual Master Agreement. Written notification of class reductions must be made at least 120 days prior to the end of the fiscal year preceding the fiscal year the reductions will be implemented.

4. **Contingent Increase or Decrease of Operating Funds from Participating School Districts:** Beginning in the 2025-2026 fiscal year, if the funded cost of living adjustment (“COLA”) for local educational agencies as stated in the final annual California State Budget as approved by the Governor of the State of California is greater than three (3) percent, the amount of operating funds provided to CRY-ROP by each participating school district pursuant to Section 5(c), “*Funding*,” of this Agreement shall increase by a percentage equal to the difference between the COLA and three percent, starting in the fiscal year in which the COLA is applied.

Beginning in the 2025-2026 fiscal year, if the funded COLA for local educational agencies as stated in the final annual California State Budget as approved by the Governor of the State of California is more than negative three (3) percent, the amount of operating funds provided to CRY-ROP by each participating school district pursuant to Section 5(c), “*Funding*,” of this Agreement shall decrease by a percentage equal to the difference between the negative COLA and negative three (3) percent, starting in the fiscal year in which the COLA is applied.

The amounts transferred shall be governed by the statutes of the State of California which are in effect at the time of the transfer. The amount to be so transferred should be based upon certification by the CRY-ROP of the program sections and services to the individual participating districts, and the County Superintendent of Schools.

- d. **ADDITIONAL DISTRICT SUPPORT:** If additional monies are needed beyond the base funding allocation, the CRY-ROP Governing Board shall certify to each participating district the amount of additional support money required to meet the anticipated costs of the education of students attending the CRY-ROP. If additional support money is approved by a participating component school district(s), the participating school district(s) may authorize the transfer and necessary funds payment of additional money to the CRY-ROP Governing Board. Such additional support money to CRY-ROP may be, as determined by the district(s), a contribution or an advance to be repaid. Annually, each member district and the CRY-ROP Board shall approve the annual Master Agreement which shall set out agreed upon increases or decreases in services to each individual district and the corresponding increase or decrease in payment for such services.
- e. **AUTHORITY TO ACCEPT SERVICES:** Without in any way limiting the powers otherwise provided for in this Agreement, the CRY-ROP

Governing Board shall have the power and authority to receive, accept, and utilize the services of personnel offered by any of the parties to this Agreement, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any of the parties to this Agreement, or their agents or representatives; to receive, hold, dispose of , construct, operate and maintain buildings and other improvements; and to receive, accept, expend and disburse funds by contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any of the parties to this Agreement, or their agents or representatives. Each participating district shall have the power to provide its personnel, equipment, and property to CRY-ROP for the purpose of carrying out this Agreement.

- f. The Governing Board shall have the power to acquire a site or sites for the CRY-ROP within each Participating District's geographical areas; the power to plan, construct, purchase or lease buildings therefore; and the power to purchase or lease furniture, equipment, fixtures and other personal property therefore. The purchase, lease or construction of sites as contemplated by this paragraph shall be undertaken only after the governing board of each Participating District has passed a resolution approving such purchase, lease or construction of such sites. The leasing of building or equipment shall comply with Education Code Section 52308.

- 6. **DEBTS, LIABILITIES, AND OBLIGATIONS:** The CRY-ROP shall exercise no authority to incur any obligations in excess of the funds which are appropriated annually to its use for the purpose of this program, with the exception of appropriations for the lease or lease purchase of facilities or equipment. Such appropriations shall not exceed in any fiscal year the anticipated beginning balance and income for the year. The debts, liabilities, and obligations of the CRY-ROP do not constitute debts, liabilities, and obligations of any party to this agreement. The CRY-ROP Governing Board shall exercise no authority to incur any obligations in excess of the funds which are appropriated annually to be used for the purpose of this Program.

7. **LIABILITY, INDEMNITY AND INSURANCE:**

- A. Pursuant to State Government Code Section 6508.1, the debts, liabilities, and obligations of the CRY-ROP shall not be the debts, liabilities, and obligations of the Participating Districts; provided, however, that, except as to the retirement liabilities of the ROP, a Participating District may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the CRY-ROP. Furthermore, the debts, obligations and liabilities of each Participating Districts shall not become the debts, liabilities, and obligations of the other Participating Districts. If a Participating District is held liable upon any

judgement for damages caused by a wrongful or negligent act or omission of said Participating District occurring in the performance of this Agreement, no other Participating District shall be liable on such judgement or be obliged to make any contribution or assessment towards such judgement.

- B. Upon any liability arising out of the CRY-ROP's performance of its powers, duties, and responsibilities under this Agreement, the CRY-ROP shall indemnify the Participating Districts to the CRY-ROP JPA as provided by Government Code Section 895.4.**
- C. Funds of the CRY-ROP may be used to defend, indemnify, and hold harmless the CRY-ROP, any Participating District, any Representative of the Governing Board and any employee of the CRY-ROP for their actions taken within the scope of their duties while acting on behalf of the JPA.**
- D. The CRY-ROP shall, as its own expense, carry sufficient insurance against liabilities, errors, and omissions arising out of its performance and to provide for its obligations under Section A and B above. The CRY-ROP shall, at its own expense, obtain and maintain in force during the term of the CRY-ROP JPA Agreement the following insurance: (1) a policy of comprehensive single-limit general liability insurance insuring the CRY-ROP and the Participating Districts against claims and liabilities arising out of CRY-ROP's performance of the CRY-ROP JPA Agreement, (2) a policy of automobile insurance covering any owned, non-owned, leased, or hired automotive equipment used by CRY-ROP or its employees in connection with CRY-ROP's performance of this CRY-ROP JPA, (3) a policy of public officials errors and omissions insurance, and (4) a policy of pollution liability insurance. The minimum coverage for all insurance shall be not less than [three million dollars (\$3,000,000)] Combined Single Limit and at least as broad as the Insurance Service Office (ISO) Forms (CG 00 01 and CA 00 01) for bodily injury, death and property damage as a result of any one occurrence and a [three million dollars (\$3,000,00)] general aggregate policy. That insurance shall name Participating Districts, their employees, trustees and agents, as additional insureds. The CRY-ROP shall provide a certification of insurance, including an endorsement that names all the Participating Districts as additional insureds, to each Participating District, upon execution of the JPA Agreement and upon request of any of the Participating Districts during the term of the JPA, evidencing this coverage in a form satisfactory to the Participating Districts. Liability insurance shall continue throughout the term of the JPA Agreement.**
- E. The CRY-ROP shall ensure that appropriate and adequate Workers' Compensation insurance covering all persons employed by the CRY-ROP or engaged in the performance of the CRY-ROP JPA Agreement is in effect at all times during the term of this Agreement, and shall comply with all provisions of**

law applicable to the CRY-ROP with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this JPA Agreement, or of any workers' compensation insurance policy, and upon the request of any of the Participating Districts, the CRY-ROP shall provide the Participating Districts, as evidence of this required coverage, a certification of insurance in a form satisfactory to the Participating Districts, providing that coverage shall not be canceled or reduced without thirty (30) days prior written notice to the Participating Districts.

- F. The CRY-ROP shall provide endorsements requiring each insurer to provide each of the Participating Districts thirty days prior written notice of cancellation, alteration or reduction in coverage. All insurance of the CRY-ROP shall be primary and any insurance policy or self-insurance procured by the Participating Districts shall be secondary. All CRY-ROP insurance policies shall contain a cross liability endorsement. The Participating Districts shall have the right to reassess and increase the policy limits for all insurance every three years. All SIRs or deductibles shall be disclosed to all Participating Districts. All insurance shall be with carriers approved by the Participating Districts. At least thirty (30) days prior to the expiration of each insurance certificate, and every subsequent certificate, the CRY-ROP shall deliver to the Participating Districts a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Article.
8. **AUDIT:** The fiscal transactions of the CRY-ROP shall be audited annually by a firm of licensed certified public accountants to be recommended and selected by the Auditor-Controller of the County of San Bernardino and the CRY-ROP Governing Board in accordance with Government Code Section 6505 and Education Code section 41020. Any costs of the audit, including contracts with, or employment of, certified public accounts in making such audit shall be borne by the CRY-ROP.
9. **ADMISSION OF PUPILS TO CRY-ROP:** CRY-ROP provides career technical education and training to middle school and special admission high school students of member districts and to regular adult students, either full-time or part-time, as long as Governing Board of the CRY-ROP determines that the student will benefit from the instruction.

CRY-ROP was established to provide training:

- (1) For middle school and special admission high school students of member districts, residing in participating joint powers school districts in order to provide them with high quality and economic career technical education and employment skills.

- (2) For special admission individuals who reside in a participating member district, are not enrolled in a middle or high school, and will benefit from career technical education services.
- (3) For regular adult students with a high school diploma or its recognized equivalent *or* individuals age eighteen (18) and over. Only such adult students who meet these express criteria shall be eligible for consideration for student federal financial assistance which may be available throughout the ROP.

In the event that CRY-ROP is unable to accommodate all of the applicants, concurrently enrolled middle school and special admission high school students of member districts shall have first priority, and shall be accepted in such a manner that each participating district shall be entitled to have the same ratio of students admitted as the average ratio of previous year.

Special admission criteria for high school students:

No high school student of a member district shall be eligible to be admitted, not his/her attendance be credited, until he/she has attained the age of 16 years, unless the student meets one or more of the following conditions:

- (1) The student is enrolled in grade 11 or higher;
- (2) The student receives a special referral from the school counselor, Superintendent or designee. (Education Code 52314).

CRY-ROP may admit non-resident middle school or high school students (students who reside outside the ROP attendance area) at its discretion in accordance with the provisions of Education Code Sections 46606 and 52317.

Adult Students (Regular Students)

Students with a high school diploma or its recognized equivalent *or* individuals eighteen (18) and over who meet eligibility requirements for CRY-ROP adult post-secondary programs.

10. **WITHDRAWAL:** Any Participating District may withdraw from this Agreement at the end of any fiscal year, provided that written notice of intention to withdraw has been served upon the Governing Board and other Participating Districts no later than one year prior to the date of withdrawal, and provided further that at such time, the withdrawing Participating District has either discharged or arranged to discharge all pending obligations under this Agreement. Notice of withdrawal must include written authorization from the governing board of the Participating District. If any party decides to withdraw, this Agreement shall remain in full force and effect between or amongst the remaining Participating Districts as further provided here. The inclusion of additional parties to this Agreement or the

withdrawal of some, but not all, of the parties to this Agreement shall not be deemed a dissolution of the CRY-ROP nor a termination of this Agreement.

11. DISPOSITION OF PROPERTY AND FUNDS:

- A. In the event of the dissolution of the CRY-ROP, including the complete rescission or other final termination of this Agreement by all Participating Districts hereto, any real or personal property shall be used to discharge all obligations of the Agency pursuant to Section 6511 of the California Government Code. For any property that remains following said discharge the CRY-ROP shall return to each Participating District that was a party to this Agreement a proportionate share of the contributions made to such properties by the Participating District or in the same proportionate share of any remaining obligations should they exist. It is agreed that the proportionate shares of the existing parties to this CRY-ROP Joint Powers Agreement are:**

Colton Joint Unified School District-44.8%

Redlands Unified School District-36.1%

Yucaipa-Calimesa Joint Unified School District-19.1%

Such disposition shall follow, to the extent possible, the provision set forth below for the withdrawing Participating District(s) (each a “Withdrawing District”).

- B. In the event that a Participating District withdraws from this Agreement, all obligations between the Withdrawing District and the CRY-ROP shall be discharged through a transfer to the Withdrawing District of real or personal property or funds equal to the Withdrawing District’s pro rata share of the total tangible assets of the CRY-ROP no later than one year following the effective date of the withdrawal.**
The CRY-ROP Governing Board shall have the right to purchase any or all of the Withdrawing District’s pro rata share of the total tangible assets of the CRY-ROP, excepting permanent improvements made upon real property of the Withdrawing District, for an amount equal to the value which otherwise would be credited to the Withdrawing District upon withdrawal.
- C. The total tangible assets of the CRY-ROP are permanent buildings, relocatable buildings, administrative and instructional equipment, cash in bank, advance ADA and monies earned but not received from the Participating Districts. The California School Accounting Manual shall be used to determine the category for particular assets. The pro rate determination of tangible assets, defined as permanent buildings, relocatable buildings, and administrative and instructional equipment and monies, shall be based on the percentage of total generated ADA of all Districts a party hereto from the date it became a Participating District in**

this organization until the last day of the fiscal year of participation by the Withdrawing District.

1. **Permanent Structures.** The value of any permanent development of buildings, the purchase and ownership of relocatable buildings or property or sites which have been made using CRY-ROP monies for said assets and shall include, but not be limited to, architect fees, plan fees, specification fees, etc., and upon withdrawal by a Participating District having such an asset within its territory, such asset shall be first credited toward that such Withdrawing District's pro rata share of assets. Upon such withdrawal by a Participating District, said assets shall be transferred to the Participating District subject to any right to use said asset CRY-ROP may have by reason of an agreement entered into with the Withdrawing District. Should the value of said asset exceed the Withdrawing District's pro rata share of assets, then the Withdrawing District shall pay such excess to the CRY-ROP upon withdrawal.
2. **Equipment.** The value of administrative and instructional equipment assets shall be the dollar value recorded, pursuant to State Education Code 35168, in the CRY-ROP inventory record book at the time of purchase or investment less 10% of purchase price for each year after the date of purchase up to a maximum of nine (9) years. After nine (9) years assets shall have a value of 10% of purchase price.
3. **Non-permanent Buildings.** The value of purchased relocatable building assets shall be the current fair-market value, but shall not exceed the original price including, but not limited to, architect fees, plan fees, specification fees, etc. The current fair-market value of relocatable buildings shall be determined by the CRY-ROP Governing Board. If the Withdrawing District disagrees with the determination of the current fair-market value by CRY-ROP Governing Board, the current fair-market value of properties shall be determined by an independent appraiser. The appraiser shall be agreed upon by the Governing Board and the Withdrawing District or Withdrawing Districts. If the Withdrawing District or Withdrawing Districts cannot agree upon the selection of an appraiser with the remaining Governing Board, the Parties shall request the County Superintendent to select the appraiser. The Withdrawing District or Withdrawing Districts

shall pay all costs incurred in connection with the appraisal unless otherwise agreed.

4. **Cash and Accounts Receivable.** The pro rata percentages established above shall be used for the division of all cash in the bank and all appropriate funds yet to be received from the Participating Districts or the State.

12. **AMENDMENTS:** This Agreement may be amended by a simple majority vote of the governing boards of each of the participating districts provided that any amendment is to further carry out the purposes of legislation applicable to such a Regional Occupational Program. Any such amendment shall be effective upon the date of final execution thereof by such governing boards.

13. **SEVERABILITY:** Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

14. **DISPUTE RESOLUTION:**

A. Should a dispute arise between the Participating Districts regarding the CRY-ROP's procedures, operations, changes, policy or property rights, the CRY-ROP Superintendent shall attempt to resolve the matter with the Participating District.

B. Should any question or disagreement from a Participating District arise regarding an interpretation of any part of this Agreement, the CRY-ROP Superintendent shall attempt to resolve the matter with the Participating District.

C. If there is a dispute between the Representatives on the Governing Board so as to cause a deadlock of decision-making, the CRY-ROP Superintendent shall attempt to resolve the matter with Representatives within one (1) week from the date of the initial dispute. If, however, the Superintendent is unable to resolve the deadlock, the Governing Board shall submit the dispute to the binding arbitration through a local arbitrator recognized by the American Arbitration Association. The fees and costs of the American Arbitration Association and the arbitrator shall be split equally among each Participating District; provided, however, that the attorneys' fees of the prevailing Participating District or Participating Districts shall be paid by the losing Participating District or Participating Districts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers there under duly authorized as set forth herein below.

Date Approved

CRY-ROP Authorizing Agent

Signature

**COLTON JOINT UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO AND
RIVERSIDE COUNTIES**

AUTHORIZED SIGNATURE

DATE

Superintendent Frank Miranda

**REDLANDS UNIFIED SCHOOL DISTRICT OF SAN BERNARDINO
COUNTY**

AUTHORIZED SIGNATURE

DATE: 4/23/25

Superintendent Juan Cabral

**YUCAIPA-CALIMESA JOINT UNIFIED SCHOOL DISTRICT OF SAN
BERNARDINO AND RIVERSIDE COUNTIES**

AUTHORIZED SIGNATURE

DATE

Superintendent Cali Binks

APPENDIX 1

Education Code Section 52301(a)(1) reads as follows:

“The county superintendent of schools of each county, with the consent of the state board, may establish and maintain, or with one or more counties may establish and maintain, a regional occupational center, or regional occupational program, in the county to provide education and training in career technical courses. The governing boards of any school districts maintaining high schools in the county may, with the consent of the state board and of the county superintendent of schools, cooperate in the establishment and maintenance of a regional occupational center or program, except that if a school district also maintains 500 or more schools, its governing board may establish and maintain one or more regional occupational centers or programs, without those restrictions. A regional occupational center or program may be established by two or more school districts maintaining high schools through the use of the staff and facilities of a community college or community colleges serving the same geographic area as the school districts maintaining the high schools, with the consent of the state board and the county superintendent of schools.”

APPENDIX 2

Education Code, Section 52302(a) reads as follows:

On or before July 1, 2010, the governing board of each regional occupational center or program shall ensure that at least 90 percent of all state-funded courses offered by the center or program, in occupational areas in which both the program or center and the community college offer instruction, are part of occupational course sequences that target comprehensive skills. Each occupational sequence shall do all of the following:

- (1) Result in an occupational skill certificate developed in cooperation with the appropriate employer advisory board created under Section 52302.2.**
- (2) Provide prerequisite courses that are needed to enter apprenticeship, or postsecondary vocational certificate or degree programs. Where possible, sequenced courses shall be linked to certificate and degree programs in the region.**
- (3) Focus on occupations requiring comprehensive skills leading to high entry-level wages or the possibility of significant wage increases after a few years on the job, or both.**
- (4) Offer as many courses as possible that have been approved by the University of California as courses meeting the “A-G” admissions requirements.**