

TULARE COUNTY ORGANIZATION FOR VOCATIONAL EDUCATION
4136 North Mooney Boulevard
Tulare, California 93274

AGREEMENT

THIS AGREEMENT, made and entered into by and between the TULARE COUNTY ORGANIZATION FOR VOCATIONAL EDUCATION, hereinafter referred to as "TCOVE", and the DISTRICT hereinafter referred to as the "District":

WITNESSETH

WHEREAS, Section 6500 et seq. of the Government Code authorizes TCOVE to enter into an agreement with the governing board of any member school district to provide Regional Occupational Programs and classes in vocational training education for pupils in high schools, out-of-school students, graduates, adults; and

WHEREAS, TCOVE desires that the District provide a regional occupational program in vocational training education for the school year;

NOW THEREFORE, BE IT AGREED as follows:

(1) The District hereby agrees to provide the Regional Occupational Programs (hereinafter referred to as "programs") which are specified in Paragraph (4) of this Agreement. In conducting said programs the District shall comply with the following requirements:

- A. The District shall invite students from other high schools and districts which are participating members of TCOVE to attend the programs. All programs conducted pursuant to this Agreement shall be "regional" in nature, as that term is used in State law and in Section 11500 et seq. of Title V of the California Administrative Code.
- B. Provide qualified students of the District for enrollment in the programs and provide guidance to all students during the training in said programs.
- C. Maintain a specified pupil-teacher ratio in the programs.
- D. Provide a subject area advisory committee for each program conducted by the District.
- E. Provide program evaluation reports on programs when requested.
- F. Furnish all necessary student data for purposes of program enrollment, attendance accounting and follow-up.
- G. Meet all the requirements of the California Plan for Vocational Education and the provisions of Section 11500 et seq. of Title V of the California Administrative Code applicable to regional occupational programs.

- H. Furnish all necessary instructional supplies and equipment for the program consistent with the California Department of Education approved content and curriculum framework.
 - I. Provide insurance coverage as required by State law for employees and agents of the District while conducting the programs.
 - J. Furnish a proposed district level program budget using California School Accounting Manual procedures. This budget must show all proposed expenditures as specified in Paragraph six (6) of this Agreement. Unless said budget has been submitted, and approved by TCOVE, prior to the execution of the Agreement, said budget shall be subject to modification and approval by TCOVE.
 - K. Furnish a fiscal year-end program financial report (Annual Budget Comparison Report for ROC/P contracted instructional services. For districts on the Tulare County System this would be reported under Resource Code 90249.), of justification of all expenditures and income related to the programs conducted by the District.
 - L. The District will assure the following:
 - 1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, and national origin in any program or activity receiving federal financial assistance.
 - 2. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs receiving or benefiting from federal financial assistance.
 - 3. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in any program or activity receiving federal financial assistance.
 - 4. Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability and that reasonable accommodations be made for individuals with disabilities that do not impose undue hardship.
- (2) In consideration of the District conducting such programs, TCOVE agrees to do the following:
- A. Provide follow-up reports to the District on program graduates.
 - B. Provide inservice training for the program teaching staff, related staff, and related administration.
 - C. Provide joint supervision with the District administration for such programs.
 - D. Provide for the audit of District accounts as they relate to TCOVE funds.
 - E. Provide assistance to the District in developing and improving program curriculum and selection of teaching staff.

F. Provide attendance accounting services for students attending the ROP.

(3) In order for the District to conduct such programs it will be necessary for certain alterations, modifications, and repairs to be made in the buildings and premises owned by the District. TCOVE agrees to pay to the District the following amounts to carry out the following described work:

General Description of Work:	Amount
_____	_____
_____	_____

Said work is described in more detail in the budget and other accompanying documents prepared by the District and approved by TCOVE.

(4) Pending revisions or recertification of ROC/P Apportionment relative to Base ADA, Revenue Limit, and Growth or Excess Growth ADA and as per the revised ADA Distribution Worksheet dated November 8, 2002, your maximum ROP ADA for the school year 2002/03 is _____ which will be paid at the TCOVE ROP average Revenue Limit of \$3,292.49 for a District total of \$ _____. The TCOVE 2002/03 Indirect Cost Rate is 7.06%.

(5) TCOVE will fund the District at the maximum proportionate share of the county ROC/P Apportionment base. TCOVE will collect all average daily attendance developed by the programs. The average daily attendance will be credited to the district of residence of each student pursuant to Education Code Sections 52323 and 52324.

(6) The programs which the District will conduct and the maximum projected expenditures to be reimbursed to the District by TCOVE shall be computed and submitted on the accompanying Budget Summary and Individual Program Support documents.

(7) The District will transfer each fiscal year its proportionate share of State ROC/P Apportionment to TCOVE as available and prior to June 30.

(8) TCOVE will subsequently authorize at fiscal year end, a transfer to the District, revenue based on year to date program expenditures. This transfer will be limited to the District's expected contract revenues.

(9) Under the terms of this Agreement, if all requirements of this Agreement have been complied with and all required reports have been submitted to TCOVE by the District. TCOVE will, based on the District's fiscal year-end program report (Annual Budget Comparison Report for ROC/P contracted instructional services. For districts on the Tulare County System this would be reported under Resource Code 90249.), authorize a fourth quarter or fiscal year-end transfer to the District, the balance of year to date program expenditures. This transfer will be limited to the District's total contract revenues.

(10) Any portion of the District's earned apportionment that is unexpended towards program operations will be carried forward, in a district ROP restricted account, and be available for program expenditure purposes in the following year.

(11) Any portion of the District's assigned proportionate share of ROC/P Apportionment that is not generated by the District at year end will be proportionately reassigned to those JPA member districts that generated Average Daily Attendance above their proportionate share. A District's current year under utilization of its proportionate share of ROC/P Apportionment will not effect the following year's assignment of its proportionate share.

(12) All equipment purchased by the District with funds supplied by TCOVE will remain with the District until termination of Joint Powers Agreement at which time the TCOVE Board of Directors will determine the disposition of the Equipment. Any buildings and premises which have been altered, modified or repair with funds supplied by TCOVE, in accordance with Paragraph (3) above, shall remain the sole property of the District. Any expendable supplies and materials purchased by the District with funds supplied by TCOVE shall be the property of the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth herein below.

TULARE COUNTY ORGANIZATION
FOR VOCATIONAL EDUCATION

Dated: _____, 2____

By _____
Secretary
"TCOVE"

GOVERNING BOARD OF JPA MEMBER
DISTRICT

Dated: _____, 2____

By _____
Secretary or Clerk
"DISTRICT"