



THE SCHOOL EMPLOYERS ASSOCIATION OF CALIFORNIA

JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into between school districts, community college districts, county offices of education, and the other public agencies designated on Exhibit 1. Additional agencies may join and Exhibit 1 will be amended from time-to-time.

RECITALS

1. The purpose of this Agreement is to provide employers services through the School Employers Association of California, an independent Joint Powers Agency (“JPA”), in order to maintain programs, policies, and procedures necessary to understand and be guided by the provisions of the Educational Employment Relations Act, California Government Code Sections 3540, et seq.
2. The coordinated programs and services to be provided will result in benefits to each member agency. Such coordinated services will result in less cost to the taxpayers than if such services were separately provided.
3. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

NOW, THEREFORE, in consideration of the mutual promises set out, the parties agree as follows:

ARTICLE I: POWERS AND PURPOSES

ASSOCIATION CREATED. The Association is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Association shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

1. **PURPOSE OF THE AGREEMENT: Common Powers to be Exercised.** Each member individually has the statutory ability to provide programs and services in the field of employer-employee relations. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

2. **EFFECTIVE DATE OF FORMATION.** The independent Association shall be formed as of July 1, 2002, or such later date as agreed to in writing by a majority of the members (the “Effective Date”).
3. **MEMBER AGENCIES.** The member agencies are school districts, community college districts, county offices of education and similar public agencies listed on Exhibit 1. An agency may join upon execution of this Agreement and an affirmative vote of the majority of the SEAC Board.
4. **POWERS.** Pursuant to and to the extent required by Government Code Section 6509, the Association shall be restricted in the exercises of its powers in the same manner as is a school district. Through the Board the Association shall have the power to do any of the following in its own name:
 - A. To exercise the common powers of its members in providing programs and services in the field of employer-employee relations.
 - B. To make, assume and enter into contracts, including contracts with members.
 - C. To determine compensation and working conditions and negotiate contracts with employees and professional organizations.
 - D. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.
 - E. To employ an Executive Director, accountable to the Board, to administer the provisions of this Agreement. The Executive Director shall serve at the pleasure of the Board and may hire subordinate employees.
 - F. To lease, acquire, hold and dispose of property.
 - G. To invest surplus funds.
 - H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV hereof.
 - I. To sue and be sued in its own name.
 - J. To apply for grants, a loan, or other assistance from persons, firms, corporations, or governmental entities or to file for mandated reimbursement.
 - K. To use any and all financing mechanisms available to the Association, subject to the provisions of Article IV hereof.
 - L. To prepare and support legislation related to the purposes of the Agreement.
 - M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
 - N. To levy and collect payments and fees for services.
 - O. To provide related services as authorized by law.
 - P. To contract for the services of attorneys, consultants and other services as needed.
 - Q. To purchase insurance or to self-insure and to contract for risk management services.
 - R. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Association.
 - S. To establish one or more types of associate or subsidiary memberships.

ARTICLE II: ORGANIZATION

1. **MEMBERSHIP.** The members of the Association shall be the original parties hereto, which have not withdrawn from the Association, as set out on Exhibit 1, and such other school and community college districts, county offices of education, and public agencies as may join the Association after execution of this Agreement. New members may join on the terms and conditions set out in Article VII hereof.

2. **GOVERNANCE STRUCTURE.** The independent JPA governance structure shall be a nine-member Board of Directors. Only superintendents of public school districts and county offices of education, and presidents/chancellors of community college districts from member districts in California may be elected as Directors. Designees other than the elected Director may serve in the elected director's seat with a majority vote of the entire Board.

3. **ELECTION PROCEDURES.**

A. The nine members of the board shall be elected to three-year terms with a limit of two consecutive terms. After one year off the board, a member may be nominated for reelection. Three members shall be elected annually. The election process shall follow these steps:

- 1) Not later than July 1 of each year, commencing in July 2002, Not later than August 1 of each year, the Chair of the Nominating Committee shall call a meeting of the Nominating Committee to propose names of possible candidates. The slate of nominees may be the minimum number needed to fill the upcoming vacancies, or may be additional nominees.
- 2) Not later than September 1 each year, the Chair of the Nominating Committee shall submit a report and recommendations to the Board of Directors. A majority vote of the Board of Directors is required to make the nominations official.
- 3) Not later than October 1 each year, the Executive Director shall mail a ballot to all members. The ballot shall include the names of the nominees, a brief vita for each, and a nominee's statement, not to exceed 50 words.
- 4) Ballots are due in the SEAC Office not later than November 1 of each year. The Chair of the Nominating Committee shall call a meeting of the Nominating Committee to count the ballots, certify the results, and report the results to the Chair of the Board of Directors. After Board action to receive the results, the Chair of the Board of Directors shall inform the nominees of the results in writing.
- 5) After receipt of the results, the newly elected Board Members shall be contacted by the Executive Director and provided with materials and information needed to begin service as a SEAC Board Director.

B. **Board Member Attendance.** Board members shall attend all scheduled or called meetings of the board. Two absences without notification and a valid excuse within a calendar year will cause the Chair of the Board to contact the director to determine continued availability and interest in serving on the Board. If the director indicates he/she is unable to continue service on the Board, the Chair of the Board shall contact the Chair of the Nominating Committee to determine if former nominees or candidates are recommended to serve out a term. If so, the Chair of the Board will contact one of them, and if he/she agrees, will be appointed to complete the term upon ratification of a majority of the Board. If no former nominees or candidates are available, the Chair of the Board shall ask the Chair of the Nominating Committee to reconstitute the committee and submit a name or names.

C. **Directors Expenses at Board Meetings.** Directors and their employers will not be paid or reimbursed for expenses for attendance at the Board meetings, unless reimbursement is approved by the Executive Director prior to the annual budget preparation deadline.

4. **PRINCIPAL OFFICE.** The principal office of the Association shall be 18022 Cowan, Suite 250, Irvine, California 92614, or as may be otherwise designated by the Board from time to time.

5. **MEETINGS.**

A. **First Meeting.** The first and organizational meeting of the Association shall be held at its principal office on the Effective Date, or on another date otherwise designated by the Board.

B. **Location of the Board Meeting.** The Board shall meet at the principal office of the Association or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board,

and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.

- C. **Quorum: Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Association. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Association.
- D. **Officers.** At its organizational meeting, the Board shall elect from among its members a chair and vice-chair and thereafter, at the first meeting in each calendar year, the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a secretary.
- E. **Minutes.** The secretary to the Association shall provide notice of, prepare and post agendas for, and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The secretary will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.
- F. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.
- G. **Fiscal Year.** The Association's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.
- H. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Association.
- I. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff, member public agency and/or the public to make recommendations on specific matters.
- J. **Additional Officers and Employees: Contract Services.**
 - 1) Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Association, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Association. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Association required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Association and the auditor and treasurer shall have charge of certain property of the Association. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Association. The treasurer, auditor and clerk of the Association may be required to file an official bond with the Board in an amount that shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Association.
 - 2) The Board may appoint general counsel and special counsel to the Association to serve as necessary.

- 3) The Board may contract with a member to provide necessary administrative services to the Association as appropriate. Any administrative duties also may rotate from year to year.

ARTICLE III: OPERATIONS AND EQUIPMENT

1. **ASSETS AND LIABILITIES.** An up-to-date list of all SEAC personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be maintained by the secretary to the board.
2. **OPERATIONS.** The operations of the association's office, the management of the association's funds (within the policies of the board), and the supervision and evaluation of staff and independent contractors shall be the responsibility of the executive director under the direction of the board of directors.

ARTICLE IV: FUNDING OF OPERATIONS

1. **BUDGET PROCEDURES.**
 - A. The Executive Director and Designated Staff shall be responsible for the finances of the Association using accepted accounting practices. The Board of Directors is accountable to the membership for the establishment and oversight of all fiscal policies and practices.
 - B. The budget process shall be year-round based on a fiscal year beginning July 1 and ending on June 30. The Board of Directors shall adopt the annual budget no later than May 15 of each year. The Board of Directors shall receive quarterly financial reports, and, at its discretion, may order additional financial reports.
 - C. Fiscal policies shall be adopted and revised by the Board of Directors.
 - D. The Executive Director and Designated Staff shall develop fiscal procedures as required by law and adopted by the Board of Directors.
2. **EXPENDITURES FOR THE APPROVED BUDGET.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the Directors of the Board amending the budget and appropriations.
3. **CONTRIBUTIONS FOR BUDGETED AMOUNTS.** By becoming a signatory, a member agency agrees to provide the Association with a total annual payment, based upon the school district's, community college district's, and public agency's Average Daily Attendance, or the number of employees of the member county office of education, based on the current California Basic Educational Data System (CBEDS) data, and as set forth in the following fee schedule.

NUMBER OF COUNTY

<u>DISTRICT ADA</u>	<u>OR</u>	<u>EMPLOYEES</u>	<u>ANNUAL FEE</u>
0 - 200		1 - 150	\$ 172
201 - 900		151 - 300	348
901 - 1,500		301 - 450	694
1,501 - 2,500		451 - 600	1,044
2,501 - 5,000		601 - 750	1,391
5,001 - 7,500		751 - 900	1,565
7,501 - 10,000		901 - 1,100	1,738
10,001 - 15,000		1,101 - 1,300	2,086
15,001 - 20,000		1,301 - 1,500	2,348
20,001 - 30,000		1,501 - 1,700	2,610
30,001 - 60,000		1,701 - 1,900	3,584
over - 60,000		over - 1,900	4,346

A ten percent late fee will be charged after 90 days.

The above fee schedule may be modified by a majority of the Board of Directors no more than once each fiscal year. Fee modification, if any, shall be determined no later than April 1.

Any such modified fee schedule shall become effective on July 1, following modification.

This Agreement shall continue in effect as to each member unless written notification of cancellation of this Agreement is submitted to the Board not later than April 1 of any year.

In addition, JPA member Districts may acquire additional professional services such as professional development and mentoring at \$175 per hour, facilitation of collective bargaining at \$225 per hour.

- 4. TERMINATION.** Failure by any member to make payments when due constitutes grounds for expulsion from the Association. Prior to expulsion, the Association shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Association-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Association may bring legal action to collect unpaid amounts.
- 5. ASSOCIATION COOPERATION.** The Association agrees to fully cooperate with each of the members in pursuing federal and/or state claims for mandated cost reimbursements.
- 6. OWNERSHIP.** Except as provided herein, all personal property, including but not limited to, facilities contracted, installed, acquired or leased by the Association, apparatus and equipment, personnel and other records and any and all reserve funds, shall be held in the name of the Association for the benefit of the members of the Association in accordance with this Agreement.
- 7. DISPOSITION OF ASSETS UPON TERMINATION.** The Association by a 2/3 vote may vote to terminate this Agreement, or termination will occur if only one member is left in the Association. If termination occurs, all surplus money and property of the Association shall be conveyed or distributed to each member in proportion to all funds provided to the Association by that member on behalf of that member during its membership. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or assignment.

8. **LIABILITIES.** Except as otherwise provided herein, the debts, liabilities and obligations of the Association shall be the debts, liabilities or obligations of the Association alone and not of the parties of this Agreement. There shall be no joint and several liabilities of members.

ARTICLE V: ACCOUNTING AND AUDITS

1. **ACCOUNTING PROCEDURES.** Full books and accounts shall be maintained for the Association in accordance with practices established by or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Association's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).
2. **AUDIT.** The records and accounts of the Association shall be audited annually by an independent certified public accountant. Copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.
3. **BANK ACCOUNTS.** The Association may establish bank accounts and other legal financial accounts.

ARTICLE VI: SERVICES TO BE PROVIDED

The Association will provide the following services and member agencies agree to contribute information available to them as requested by the Association:

1. **LIBRARY - CLEARING HOUSE:** Compile a central-file library of resources for the use of all member agencies which includes, but is not limited to, the following kinds of documents from all available sources, with the primary area of concentration being California.
 - A. District policies, rules and regulations.
 - B. Representation election data and material from both union and management.
 - C. Union bylaws, constitutions and financial information.
 - D. Recognition agreements and stipulated unit determinations.
 - E. Collective bargaining agreements and initial proposals.
 - F. Arbitration awards, factfinding recommendations, and related materials.
 - G. Information about and from the Public Employment Relations Board (PERB).
 - H. Rulings and legal case decisions provided from other employer-employee relations and law libraries.
 - I. Arbitrators and factfinders list.The Association shall index and publish the above-listed documents in a catalog that shall be distributed to all member agencies. Upon request, the Association will provide, free of charge, one (1) copy of any document listed in the catalog. Additional copies shall be provided at cost to the requesting member agency. The Board of Directors will set the cost of materials.
2. **REPORTING:** Prepare and distribute regular newsletters and special bulletins to member agencies reporting on PERB and court decisions; legislative developments; recent contract proposals and settlements; strikes; survey results; recognition demands and petitions filed; election results; recognitions granted; arbitration awards; and factfinding awards.

3. **SURVEYS:** Compile and publish, in cooperation with member agencies, survey data covering wages, benefits, contract terms, etc. This data is to be collected and compiled with a view toward use in collective bargaining and factfinding.
3. **WORKSHOPS:** Sponsor conferences and workshops as determined by the Board of Directors on the full range of labor-management relations.
4. **LEGISLATION:** Develop and coordinate legislative efforts, when directed by the Board of Directors.
5. **GENERAL COORDINATION:**
 - A. Coordinate the efforts of member agencies that have pending PERB matters, including rule-making procedures and important areas of case decisions; furnish "amicus curiae" support in cases of general employer interest. This shall be accomplished in coordination with the counsels representing the school districts, community college districts, county offices of education and other public agencies and/or through special legal service contracts as authorized by law.
 - B. Provide information to individual member agencies regarding resolution of common problems. Coordinate efforts and develop appropriate general management positions.

ARTICLE VII: ADDITION OF MEMBERS AND WITHDRAWAL

1. **ADDITION OF MEMBERS.**
 - A. Members may join the Association by signing and transmitting a copy of the Agreement to the SEAC office. Upon receipt of the signed Agreement the Association will sign and return a copy.
 - B. Initial Term. School and community college districts, county offices of education and other public agencies shall be members of the Association for an initial one-year term.
 - C. Subsequent Terms. Membership terms shall automatically renew year to year, on the same terms and conditions as the prior term, unless the member notifies the Association in writing 90 days prior to June 30.
2. **MEMBER WITHDRAWAL.** Members may withdraw from the Agreement on June 30 with the 90-day notification.
3. **ADDITIONAL TYPES OF MEMBERSHIPS.** The Board may establish one or more types of associate or subsidiary memberships.

ARTICLE VIII: NOTICE OF AGREEMENT

1. **INITIAL NOTICE.** Upon the Effective Date of this Agreement, the Association shall timely file with the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.
2. **NOTICE TO MEMBERS.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.
3. **AMENDMENT.** This Agreement may not be amended or modified, except to add members, unless by a vote of two-thirds of all of the members; provided however, that no amendment shall change the length of a term, during the pendency of any term.

4. **HEADINGS.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.
5. **SEVERABILITY.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.
6. **NO CONTINUING WAIVER.** No waiver of any term or conditions of this Agreement shall be considered a continuing waiver thereof.
7. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon any successors or assignees of the members. No member may assign any right or obligation hereunder without the prior written consent of a majority of all of the Directors of the Board.
8. **NO THIRD PARTY BENEFICIARY.** The members agree that except as provided in Article IX, Section 7 as above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this agreement.

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

MEMBER AGENCY

Name of Agency

By _____
Signature

Typed or Printed Name

Title _____

Date _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

JOINT POWERS AGENCY

School Employers Association of California
Name of Agency

By John A. Roach
Signature

John A. Roach, Ed.D.
Typed or Printed Name

Title **Executive Director**

Date _____

Address: 18022 Cowan

Suite 250

Irvine, CA 92614

Phone: (949)387-1869

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E-mail: seac@seacal.org