

**RIVERSIDE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**  
**AGREEMENT FOR SERVICE**  
**ADMINISTRATIVE UNIT**

**PREAMBLE**

**1.0 PARTIES**

The Riverside County Special Education Local Plan Area (SELPA), an independent Joint Powers Agency (JPA), hereinafter referred to as the "SELPA" and the Val Verde Unified School District (USD) hereinafter referred to as the Administrative Unit (AU) mutually agree and promise as hereinafter set forth.

**2.0 PURPOSE**

The SELPA desires to obtain designated services of an AU, and the AU agrees to provide such services as hereinafter specified.

**3.0 EFFECTIVE DATE**

The effective date of this Agreement was July 1, 2006. The effective date of these revisions is December 12, 2014.

**4.0 TERM**

The term of this revised Agreement begins on December 12, 2014. The Agreement shall automatically renew every year for a subsequent one-year term unless written notice to terminate is served by one party upon the other before January 1st of the then-current term. Termination of the Agreement by service of such notice shall be effective on the 30th day of June immediately following such notification. During the one-year term, any party seeking to amend or modify the Agreement shall do so by following the procedures set forth in Section 5.2.

**5.0 GENERAL PROVISIONS**

5.1 The agencies agree to provide information and delivery of services specified herein.

5.2 This Agreement may be modified or amended by written mutual consent of the parties. The party seeking such modification or amendment shall give not less than sixty (60) days written notice to the other party, except where both parties deem the implementation of such change or amendment to be an "emergency" and waive the notice period. Any "emergency" changes or amendments shall be reduced to writing, signed by both parties, and appended to this Agreement.

5.3 The AU shall maintain two separate funds for SELPA use consistent with the purpose of the SELPA. Fund 10 will be used for pass-thru revenue and Fund 07 will be used for SELPA administrative revenue. All SELPA revenues including earned interest shall be deposited in the SELPA funds as designated by the SELPA Allocation Plan. The SELPA shall have computer on-line access to the

designated separate funds as well as access to view financial screens for all member local education agencies.

- 5.4 The SELPA shall contract with Val Verde USD, the AU, at a fee of \$21,500 per month for each fiscal year to provide housing and support services (exclusion of salaries and benefits) as described under this Agreement. Adjustments to reflect actual figures shall be made the following year on the same timeline or within 90 days following termination of this Agreement. The SELPA will reimburse the AU for mutually agreed upon services and costs not provided by this Agreement.
- 5.5 It is expressly understood that the AU is a party to the JPA creating the SELPA and is subject to that Agreement concerning debts, liabilities, and obligations set forth therein.
- 5.6 The SELPA shall provide appropriate insurance coverage as determined by the SELPA, including property and liability for officers and staff assigned to the SELPA, the SELPA as an independent agency, the SELPA Governance Council (JPA Board) members, and the AU in relation to SELPA matters. The AU will assist the SELPA in acquiring insurance coverage.
- 5.7 All SELPA activities other than specified herein, shall be performed by personnel, classified and certificated, who are employed by the Val Verde USD, the AU, and contracted back to the SELPA.

## 6.0 STATEMENT OF SERVICES

The AU shall provide all business, personnel, and financial services required to operate the SELPA. The following list of services is intended to be representative of services provided:

Human resources services, payroll services, benefits services, purchasing services, mail services, warehouse services, galaxy, utilities, telephones, maintenance, custodial, insurance/risk management for SELPA office staff, information technology network services, information technology applications services, building with offices and restrooms, functional conference room, and graded asphalt parking lot.

All parties agree to do all acts required to implement the intents of this Agreement.

## 6.1 PERSONNEL SERVICES

- 6.1.1. The AU shall employ the SELPA office classified and certificated personnel positions. Those employees will become employees of the Val Verde USD for all purposes and will be paid for out of the SELPA budgets(s).
- 6.1.2. The AU shall provide all services for the employment of Riverside County SELPA Office personnel including administrative, accounting, classified and secretarial personnel as appropriate. These employees will become employees of the District.

- 6.1.3. Unless otherwise noted herein, all personnel matters will be carried out in accordance with the policies and procedures of the AU, including compliance with collective bargaining agreements established between the Val Verde Unified School District and employee labor unions.
- 6.1.4. The Governance Council "Personnel Committee" shall be responsible for the selection, evaluation, and employment negotiations of the SELPA Executive Director.
- 6.1.5. The SELPA Executive Director shall notify the AU of any necessary reassignments, layoffs, and/or non-reelections of certificated employees assigned to the SELPA no later than five (5) business days prior to the agenda deadline for the February meeting of the Val Verde Unified School District Board of Education.
- 6.1.6. The SELPA Executive Director shall notify the AU of any necessary reassignments, reduction in hours, and/or layoffs of classified employees assigned to the SELPA no later than 90 days prior to the desired effective date of the reassignment, reduction in hours, or layoff.

## 6.2 ADMINISTRATIVE SUPPORT

- 6.2.1. The AU shall complete, approve, and administer Agreements and contracts regarding the housing of SELPA Office Staff.
- 6.2.2. The AU shall provide purchasing services for the SELPA Office, including petty cash, special purchases, supplies, etc.
- 6.2.3. The AU shall provide for warehousing/storage of standard supplies and records.
- 6.2.4. The AU shall provide for reprographic services for the SELPA Office.
- 6.2.5. The AU shall provide housing for SELPA office to include all maintenance and operating functions.
- 6.2.6. The AU shall provide for custodial service and scheduled mail and warehouse deliveries to the SELPA Office during school and summer months.
- 6.2.7. The AU shall provide access to computer network system to include "basic office" computer programming (e-mail, website, etc.), Galaxy system, and other related systems. Technical support will be required and is to include downloading and training on use of specialized state software used to complete necessary SELPA reports.

## 6.3 BUSINESS SERVICES

- 6.3.1. The SELPA and AU shall implement a coordinated system of accounting, and provide for the operation of business services by the SELPA under

the authorization of the SELPA Governance Council (JPA Board) in accordance with State and Federal requirements.

- 6.3.2. The AU shall provide business services for the SELPA as appropriate including accounting, facilities, insurance (including crime coverage insurance for the AU), and other related services.
- 6.3.3. The AU shall include program budget for the SELPA Office and discretionary grants solicited through the SELPA in District Budget and financial reports.
- 6.3.4. The AU shall provide base data for budget preparation (e.g., prior year, comparative data, etc.).
- 6.3.5. The AU shall receive all special education funds and grants for SELPA.
- 6.3.6. The AU shall provide for Accounts Payable and Accounts Receivable services as required.
- 6.3.7. The AU shall provide a process for SELPA contracting, authorizing, invoicing, and reporting nonpublic school services.

#### 6.4 SELPA RESPONSIBILITIES

- 6.4.1. The SELPA shall implement policies and procedures to process purchase orders, reconcile invoices, prepare warrants, post daily activities, prepare invoices, and coordinate accounting as well as other related functions and benefits.
- 6.4.2. The SELPA shall make available to the independent auditor of the AU information relative to the operation of SELPA and the auditor shall provide a separate report of the SELPA's Fund to the SELPA Governance Council (JPA Board) and Executive Director which shall serve as the SELPA's annually required independent audit in accordance with State regulations. Costs of such additional reports shall be borne by the SELPA.
- 6.4.3. The SELPA shall prepare financial reports as required by the State of California in accordance with state regulations. The AU will file appropriate State reports to assist the SELPA as required.

#### 6.5 SHARED RESPONSIBILITIES

- 6.5.1. The AU and SELPA shall provide informal and formal support systems for all local education agencies (LEAs) participating in the SELPA (e.g., answer questions and provide information as requested).
- 6.5.2. The AU and SELPA shall establish and maintain communications with appropriate officials at the California Department of Education and similar entities.

6.5.3. The AU and SELPA staff shall assist Riverside County SELPA LEA members in keeping current on financial changes and/or trends in special education.

## 6.6 PAYMENT

6.6.1. The Val Verde USD, as AU, will bill SELPA for services on a monthly basis for those costs not directly paid out of SELPA funds/program budgets.

6.6.2. It is agreed that, as part of the actual expenditures, the Val Verde USD shall charge \$21,500 per month for each fiscal year for the performance of its duties as the AU and duties as the physical host of the Riverside County SELPA.

## 7.0 NOTICES

All notices hereunder shall be served personally or by first class United States mail, postage prepaid at the addresses indicated below, or at such other address as shall be specified in writing to all other parties. Notices shall be deemed served upon personal service or upon the fifth day after deposition such notice in the United States mail.

Riverside County SELPA  
2935 Indian Ave.  
Perris, CA 92571

Val Verde Unified School District  
975 W. Morgan Street  
Perris, CA 92571

## 8.0 INDEMNIFICATION

8.1 The member LEAs of the SELPA agree to defend, indemnify, save, and hold harmless the Administrative Unit from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from or is connected with any active negligence or negligent omission by the SELPA and/or a SELPA member LEAs, including the actions of any SELPA employee or an employee of a SELPA member LEAs.

8.2 The Administrative Unit agrees to defend, indemnify, save, and hold harmless the member LEAs of the SELPA from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury or damage (including, but not limited to death) to any person or property to the extent that such injury or damage results from or is connected with any active negligence or negligent omission by the Administrative Unit, independent of any action by the SELPA or SELPA member LEAs.


8.3 Nothing in Section 8.1 and 8.2 is intended to negate or modify the joint and several liability obligations and exceptions established between the SELPA and SELPA member LEAs under Section 7 of the Joint Powers Agreement for Special Education ("JPA Agreement") entitled "Obligations of the SELPA and Member Agencies."


9.0 RULING LAW AND SAVINGS CLAUSE

The undersigned agree that for each fiscal year, the Val Verde Unified School District will serve as the Administrative Unit for the Riverside County Special Education Local Plan Area.

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

The parties attest their Agreement hereto by the following signatures.

  
\_\_\_\_\_  
Jonathan Greenberg, Ed.D.  
Governance Council Chair

  
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Juan Lopez  
Val Verde USD Superintendent

Created: 2005-06  
Revised: 8/25/06  
Revised: 10/24/08  
Revised: 2/24/12  
Revised: 12/12/14

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