

GOVERNING BOARD MEETING AGENDA Thursday, June 1, 2017 5:30 pm

<mark>Location</mark>: 26316 Hesperian Blvd Hayward, CA 94545 Website: www.edenrop.org



Phone Numbers: (510) 293-2971 Fax (510) 293-8225

Governing Board Members

Lisa Brunner, President Janet Zamudio, Vice-President Dot Theodore, Member Peter Oshinski, Member Hayward Unified School District San Lorenzo Unified School District Castro Valley Unified School District San Leandro Unified School District

Mission Statement

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.

ZEdenAreaROP

Regular Meeting of the ROP Governing Board Eden Area ROP Board Room 26316 Hesperian Blvd., Hayward, CA 94545

Date: Thursday, June 1, 2017 Time: 5:30 p.m.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Visitors wishing to address the Governing Board are asked to complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Mission Statement
- V. Approval of Agenda
- VI. Consent Calendar

Action by the ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 4, 2017 (pages 4-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-16)

- C. Request the Governing Board to approve the Personnel Action Items (pages 17-18)
- D. Request the Governing Board to approve the Listed Donations-Joe Cruz (page 19)
- E. Request the Governing Board to approve the Contract with Flagship Facility Services Inc. for Janitorial Services for the 2017-2018 Fiscal Year (pages 20-23)
- F. Request the Governing Board to approve the Contract with Castro Valley Unified School District for Student Transportation for the 2017-2018 Fiscal Year (pages 24-26)
- G. Request the Governing Board to approve the Contract with Pacheco Brothers Gardening Inc. for Landscaping for the 2017-2018 Fiscal Year (pages 27-34)
- H. Request the Governing Board to approve the MOU with Alameda County Office of Education (ACOE) for Payroll Services for the 2017-2018 Fiscal Year (pages 35-40)
- I. Request the Governing Board to approve the Disposal of Obsolete Surplus Items (pages 41-42)
- J. Request the Governing Board to approve the Revision of the Eden Area ROP Adult Class Fee Schedule (pages 43-44)
- K. Request the Governing Board to approve the MOU with Hayward Unified School District for the 2017 Summer School Program (pages 45-47)
- L. Request the Governing Board to approve the MOU with San Leandro Unified School District for the 2017 Summer School Program (pages 48-56)
- M. Request the Governing Board to approve the MOU with NFTE for the 2017-2018 School Year (pages 57-70)

VII. Information Items

- A. Student Awards Ceremony (page 71)
- B. The Superintendent's Evaluation Timeline (pages 72-73)

VIII. Action Items

Open Public Hearing for Eden Area ROP Adopted Budget for the 2017-2018 Fiscal Year

Close Public Hearing

A. Request the Governing Board to approve the Adopted Budget for the 2017-2018 Fiscal Year (page 74)

Open Public Hearing for Eden Area ROP Adoption of Recommended Textbooks for the 2017-2018 School Year

Close Public Hearing

- B. Request the Governing Board to approve the Adoption of Recommended Textbooks for the 2017-2018 School Year (pages 75-76)
- C. Request the Governing Board to approve the 2017-2018 High School Student Calendar (pages 77-78)
- D. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2017-2018 School Year (pages 79-80)
- E. Request the Governing Board to approve the Agreement with Barbara Baker to Provide Mentor Teacher Support (pages 81-87)

IX. Superintendent's Report

X. Communications

A. Letter from the Alameda County Office of Education regarding the Second Interim (pages 88-89)

XI. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XII. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIII. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIV. Adjournment

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board May 4, 2017

I. Call to Order

Trustee, Janet Zamudio, Board Vice-President, called the meeting to order at 5:31 p.m. on Thursday, May 4, 2017 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Roll was called by Gabriela Juarez, Administrative Assistant.

Eden Area ROP Governing Board Pre	<u>esent:</u>	
Lisa Brunner, President	Hayward USD	arrived at 5:33 pm
Janet Zamudio, Vice President	San Lorenzo USD	
Peter Oshinski, Member	San Leandro USD	
Dot Theodore, Member	Castro Valley USD	

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang	Director
Sheila Lawrence	Assistant Director of Offsite Programs
Stefanie Bradshaw	Assistant Director of Adult Programs
Evan Goldberg	Grant Coordinator
Marites Fermin	Business Manager

<u>ROP Staff in Attendance:</u> Gabriela Juarez Terri Penn

Superintendent's Administrative Assistant Culinary Science Program Instructor

III. Pledge of Allegiance

Craig Lang led the Pledge of Allegiance.

IV. Mission Statement

Sheila Lawrence read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Peter Oshinski moved to approve the agenda with revisions to action items E & F to reflect the 2017-2018 fiscal year and Trustee Dot Theodore seconded the motion. By the following vote, the agenda was approved.

AYES:	3 (Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Brunner)

VI. Consent Calendar

Trustee Dot Theodore moved to approve the Consent Calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of April 6, 2017
- B. Approve the Bill Warrants Items
- C. Approve the Listed Donations-Maren Gianni
- D. Approve the Contract with John Peters as a Consultant for the First Responders Program for the 2017-2018 School Year
- E. Approve the Agreement with Fresno County Office of Education to provide Direct Support Professional Training for the 2017-2018 School Year
- F. Approve the Lease Agreement with Hayward Unified School District 2017-2022
- G. Approve the MOU with Alameda County Office of Education Network Services for the 2017-2018 Fiscal Year
- H. Approve the Superintendent's Application to the California Education Policy Fellowship Program

Trustee Peter Oshinski seconded the motion.

AYES:3 (Oshinski, Theodore, Zamudio)NOES:0ABSTAIN:0ABSENT:1 (Brunner)

VII. Information Items

A. CDE Course Review-Culinary Science

Mr. Craig Lang, Director, introduced Terri Penn to review the Culinary Science program. She shared that students learn basic skills, knife skills, teamwork, organization, safety and sanitation, time management and professionalism. They learn farm to table cooking by utilizing the student garden on campus. Ms. Penn teaches product knowledge and seasonal availability. Students also learn proper food storage, serving safe food and following safety standards. The Culinary Science program is articulated with Mission College.

VIII. Action Items

A. Request the Governing Board to approve the adoption of Resolution 7-16/17: Day of the Teacher

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 7-16/17: Day of the Teacher.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

B. Request the Governing Board to approve the adoption of Resolution 8-16/17: Classified Employee's Week

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 8-16/17: Classified Employee's Week.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

C. Request the Governing Board to approve the adoption of Resolution 9-16/17: Temporary Borrowing Between Funds

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Dot Theodore, the Governing Board approved the adoption of Resolution 9-16/17: Temporary Borrowing Between Funds.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

D. Request the Governing Board to approve the adoption of Resolution 10-16/17: Year End Budget Transfers of Funds

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Janet Zamudio, the Governing Board approved the adoption of Resolution 10-16/17: Year End Budget Transfer of Funds.

AYES:4 (Brunner, Oshinski, Theodore, Zamudio)NOES:0ABSTAIN:0ABSENT:0

E. Request the Governing Board to approve the adoption of Resolution 11-16/17: Authority to Sign Contracts for the 2017-2018 Fiscal Year

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Janet Zamudio, the Governing Board approved the adoption of Resolution 11-16/17: Authority to Sign Contracts for the 2017-2018 Fiscal Year.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

F. Request the Governing Board to approve the adoption of Resolution 12-16/17: Delegation of Powers to Agents for the 2017-2018 Fiscal Year

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Peter Oshinski, the Governing Board approved the adoption of Resolution 12-16/17: Delegation of Powers to Agents for the 2017-2018 Fiscal Year.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

G. Request the Governing Board to approve the Revised Administrative Support Specialist Job Description

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Dot Theodore, the Governing Board approved the revised administrative support specialist job description.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

H. Request the Governing Board to approve the Agreement with Gustavo Vega as a CCTC Teacher Consultant for the 2017-2018 School Year

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Janet Zamudio, the Governing Board approved the agreement with Gustavo Vega as a CCTC teacher consultant for the 2017-2018 school year.

4 (Brunner, Oshinski, Theodore, Zamudio)
0
0
0

I. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2017 Summer

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Peter Oshinski, the Governing Board approved the MOU with San Lorenzo Unified School District for student transportation for the 2017 summer.

AYES:	4 (Brunner, Oshinski, Theodore, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

J. Request the Governing Board to approve the Contract with Birch for the Electrical Program Network for the 2017-2018 Fiscal Year

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Peter Oshinski, the Governing Board approved the contract with Birch for the Electrical Program network for the 2017-2018 fiscal year.

AYES: 4 (Brunner, Oshinski, Theodore, Zamudio)

Page 5 - Minutes of the Regular ROP Governing Board Meeting May 4, 2017

0 0 0

NOES:	
ABSTAIN:	
ABSENT:	

IX. Superintendent's Report

Linda Granger highlighted that over spring break 33 ROP students competed at the SkillsUSA State competition. Of those 33 who competed, 7 students qualified to go to Nationals. She noted that this year was first time the Medical students participated and won a gold medal. She also reported that the student from Automotive Refinishing won first place received a \$29,000 scholarship.

Superintendent Granger also reported that on May 5th the East Bay Career Pathways from round 1 of the CPT grant will be holding their showcase. As part of their showcase they have asked ROP to identify one business partner to recognize. Ms. Granger has selected to recognize the Hayward Fire Chief, Garrett Contreras. He has been an asset to the First Responders program. When Ms. Granger met with him he shared that he would like to strengthen the mentorship program and plans to expand the summer internship program.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Peter Oshinski, San Leandro USD representative, stated that it was his pleasure to attend the Eden Area ROP showcase. He was not only impressed with the students but the instructors as well. He said that students showed so much pride that turns into confidence that turns into success. When Trustee Oshinski visited the First Responders classroom he asked a student if he planned to be a firefighter and the student responded saying that he would be the captain one day. He said that the goals that students have just by being at ROP is really amazing.

Dot Theodore, Castro Valley USD representative, had the same sentiments about the showcase. She visited the Construction classroom and was impressed by a student who immediately engaged with the young people in the group to introduce them to the program and explain the benefits of being a student at ROP.

Janet Zamudio, San Lorenzo USD representative, also complimented the showcase. She noted that she was very impressed with the renovations to the Medical Careers classroom especially the addition of the 3 examine rooms created in the classroom.

Lisa Brunner, Hayward USD representative, also reported that she enjoyed the showcase and seeing the students in action.

XI. Recess to Closed Session

The meeting was called into closed session at 6:10 pm

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release
- XII. Reconvene to Open Session and Report any Action taken in Closed Session

The meeting resumed to open session at 6:30 p.m.

A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

No action was taken

XIII. Adjournment

The meeting was adjourned at 6:30 p.m.

Approved by the Eden Area ROP Governing Board

Linda Granger, Superintendent Clerk to the ROP Governing Board

ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Sabrina Ubhoff, Accounting Technician
SUBJECT:	Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 19, 2017 through May 12, 2017 and include test warrant numbers and voided warrants.



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Mercedes Henderson, Personnel Coordinator
SUBJECT:	Request the Governing Board to approve the Personnel
	Action Items

CURRENT SITUATION

The attached listing of personnel consent items are the Eden Area ROP Superintendent's recommendations for approval.



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Craig Lang, Director
SUBJECT:	Request the ROP Governing Board to approve the Listed
	Donations-Joe Cruz

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Joe Cruz donated a rototiller to the Eden Area ROP garden.

A letter of acceptance will be sent to all donors.

FISCAL IMPACT SOURCE

Not applicable

Not applicable

FUNDING



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Contract with
	Flagship Facility Services Inc. for Janitorial Services for the
	2017-2018 Fiscal Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for Janitorial services.

CURRENT SITUATION

The attached contract provides details of the janitorial service contract with Flagship Facility Services, Inc. for the 2017-2018 fiscal year.





Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112

SERVICE AGREEMENT

This agreement is entered into by and between Flagship Facility Services, Inc. ("Provider") and Eden Area ROP ("Company"), for the purpose of cleaning of Company's business premises located at 26316 Hesperian Blvd., Hayward, CA 94545. The effective date of this agreement is set forth below. The start date for services is: 07/01/2017.

Provider agrees to furnish all manpower, equipment, and materials necessary to provide the services as described on the document entitled "Cleaning Specifications", attached hereto and incorporated by reference. The cost for the services shall be the monthly amount of \$ 4,721.85

Company agrees to provide access to the business premises to be cleaned under this agreement, and to pay for all services provided pursuant to monthly invoices, which shall be sent on the first day of each month, due and payable thirty days after date of invoice. Additional services and employee consumable supplies invoices are sent on an as needed basis, and are due and payable thirty days after date of the invoice. Company agrees to pay all invoices when due.

Company is responsible for notifying Provider of any questions, concerns, or discrepancies relating to any invoice in a timely fashion, and in no event later than thirty days after receipt of the invoice in question. Provider shall timely respond to any such questions and/or concerns. In the event of a billing dispute that remains unresolved after one month's time, Provider may cancel this agreement without notice.

This agreement may be terminated upon thirty days written notice to the non-terminating party. Termination does not relieve Company of the obligation to pay all invoices current to the date of termination. In the event of (i) the Company filing for bankruptcy, reorganization, and/or Company's assignment of its assets (ii) Company's loss of its right to occupy the premises described above, (iii) billing disputes unresolved within the time period set forth above, or (iv) failure to pay any invoice when due, Provider shall have the right to terminate this agreement with no notice. Termination does not relieve Company of the obligation to pay for all services rendered prior to the date of termination.

Notices under this Agreement are considered served on the earlier of (a) actual receipt if delivered in person or by facsimile with receipt confirmed in writing by the transmitting machine, (b) three business days after they are deposited with the US Postal Service sent by certified mail, return receipt requested, or (c) two business days after they are deposited with a nationally recognized overnight courier service with delivery charges paid or guaranteed, addressed as follows:

Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112



Provider shall not be liable for any failure to perform any of its obligations hereunder which results from an act of God, the elements, fire, theft, flood, delays caused by riot, insurrection, terrorism industrial dispute, war, embargoes, legal restrictions or any other cause beyond the reasonable control of Provider.

The terms of this agreement may be modified or amended at any time only by writing, signed by the party against whom modification is sought.

Time is of the essence. A waiver of any term of this agreement shall not be construed to be a modification to this agreement or a continuing waiver of that term.

If any action is brought to enforce the terms of this agreement or collection of any invoices submitted hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that may be granted.

The person signing this agreement on behalf of Company hereby warrants that he/she is authorized to enter into this agreement. This agreement may be executed in several counterparts all of which shall constitute one agreement binding on each of the parties notwithstanding that all parties have not signed the same original or counterpart.

During the Term and each Schedule Term and the one (1) year period thereafter (regardless of the reason for termination), Customer will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of Flagship Facility Services, Inc. or (b) otherwise solicit, request, entice or induce those employees to terminate their employment with Flagship Facility Services, Inc. If Customer should solicit or hire any employee of Flagship Facility Services, Inc. as prohibited above, Customer shall pay to Flagship Facility Services, Inc. as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with Customer.

This agreement and attachments constitute the entire agreement and supersede any prior discussion, agreement or understandings between the parties regarding the subject matter hereof. If any one or more of the provisions of this agreement are held invalid or unenforceable, the parties intend that such provision shall be modified to the minimum extent necessary to make it valid and enforceable and all other provision of this agreement or their application shall not be affected thereby.

Please remit all payments to:

Flagship Facility Services, Inc. Attn: Accounts Receivable P.O. Box 612140 San Jose, CA 95161-2140

Flagship Facility Services, Inc. 1050 North 5th Street, San Jose, CA 95112 www.flagshipinc.com

FlagShip[™]

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Flagship Facility Services, Inc. Rafael Y Canseco /Customer Service Manager

Company Representative

۶,

Company Representative // <u>Marites Fermin - Businus</u> Managen Name and Title (Please Print)

\$

Flagship Facility Services, Inc. 1050 North 5th Street, San Jose, CA 95112 www.flagshipinc.com



DATE:June 1, 2017TO:ROP Governing BoardFROM:Linda Granger, SuperintendentPREPARED BY:Marites Fermin, Business ManagerSUBJECT:Request the Governing Board to approve the Contract with
Castro Valley Unified School District for Student Transportation
for the 2017-2018 Fiscal Year

CURRENT SITUATION

Each year the Eden Area ROP contracts for transportation services for students with the participating districts and outside vendors.

For the 2017-2018 school year we are continuing the contract between Castro Valley Unified School District and the Eden Area ROP for daily transportation to and from the ROP Center and Castro Valley high school sites.

CASTRO VALLEY UNIFIED SCHOOL DISTRICT 4400 Alma Avenue Castro Valley, CA 94546

TRANSPORTATION AGREEMENT FOR 2017-2018

This is an agreement between the Castro Valley Unified School District (CVUSD) and Eden Area Regional Occupational Program (ROP) for the provision of transportation services between Castro Valley High School, Redwood Alternative High School and the Eden Area Regional Occupational Center.

CVUSD agrees to provide bus transportation for up to 58 students from approximately August 16, 2017 through June 1, 2018. The cost will be \$8.15 per mile at approximately 40 miles per day for 180 days, bringing the total approximate cost to \$58,680.00.

Payments will be made at the end of each school quarter upon presentation of an invoice from CVUSD for actual days and mileage.

SCOPE OF AGREEEMENT

CVUSD shall furnish transportation by California Highway Patrol approved buses for Eden Area ROP students to and from agreed upon routes and on agreed upon calendar days.

PERMITS AND LICENSES

CVUSD shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this agreement.

INSURANCE

CVUSD shall maintain insurance and workers compensation coverage as required by current laws and regulations. CVUSD shall maintain insurance that includes and names the Eden Area ROP and its Governing Board and employees, and indemnifies them from any claims or damage to property sustained by any person, firm or corporation caused by any neglect, default or omission of CVUSD and its employees in connection with performance under this agreement.

SAFETY PROGRAM

CVUSD shall observe all requirements of the California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

DRIVER QUALIFICATIONS

CVUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

ACCIDENT REPORTS

CVUSD shall be required to provide accident reports as required by law within the prescribed timeline. In the event of serious injury or death, CVUSD will notify the Eden Area ROP immediately.

EQUIPMENT REQUIREMENTS

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

PUPIL MANAGEMENT

Bus drivers have the responsibility for maintaining proper student behavior on their buses.

PAYMENT FOR SERVICES

Invoices from CVUSD shall be submitted at the end of each quarter noting the number of days driven during the previous quarter.

TERMINATION OF SERVICES

Either party may terminate this agreement by providing the other party with a 30-day written notice of intent to discontinue.

Signed:

Eden Area Regional Occupational Program

Date:_____

Signed:

Date: 5-23-1-

Castro Valley Unified School District



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Contract with
	Pacheco Brothers Gardening Inc. for Landscaping for the
	2017-2018 Fiscal Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for landscaping services.

CURRENT SITUATION

The attached contract provides for continuation of the service agreement with Pacheco Brothers Gardening Inc. for services provided to the Eden Area ROP for fiscal year 2017-2018.

LAWNS & SHRUBS CONTRACT

THIS CONTRACT IS MADE BETWEEN PACHECO BROTHERS GARDENING, INC., HEREAFTER CALLED CONTRACTOR AND OWNER(S) AUTHORIZED REPRESENTATIVE.

ATTENTION:	Marites Fermin	PHONE:	
COMPANY NAME:	Eden Area R.O.P.	FAX:	(510) 293-2901
ADDRESS:	26316 Hesperian Blvd	JOB NAME:	Eden Area R.O.P.
CITY/STATE/ZIP:	Hayward Ca 94545	LOCATION:	Hayward
	FOR FISCAL YEAR 2015-2016		

1. GENERAL:

A. SCOPE OF WORK:

CONTRACTOR SHALL MAINTAIN LANDSCAPED AREAS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS & CONDITIONS: CONTRACTOR AGREES TO FURNISH ALL LABOR-SUPERVISION-TOOLS, EQUIPMENT NECESSARY TO MAINTAIN LANDSCAPE IN ATTRACTIVE AND NEAT CONDITION. CONTRACTOR WILL NOT BE RESPONSIBLE FOR VANDALISM, THEFT, ADVERSE NATURAL CONDITIONS OR ANYTHING BEYOND THE CONTROL OF THE CONTRACTOR

B. LICENSE:

CONTRACTOR SHALL AT ALL TIMES MAINTAIN A VALID C-27 LANDSCAPE CONTRACTORS LICENSE/PEST CONTROL OPERATORS SPRAY LICENSE ISSUED BY THE STATE OF CALIFORNIA. UPON REQUEST BY OWNER, PHOTOCOPIES OF LICENSE SHALL BE PROVIDED.

C. INSURANCE:

CONTRACTOR SHALL MAINTAIN FULL GENERAL LIABILITY, PROPERTY DAMAGE AND WORKERS COMPENSATION INSURANCE. CERTIFICATES OF INSURANCE SHALL BE FURNISHED UPON REQUEST.

D. PAYMENT TO BE MADE AS FOLLOWS :\$ 1,310.00 MONTHLY TWELVE HUNDRED SEVENTY SEVEN DOLLARS

SERVICE IS: Weekly

PAYMENT TERMS:

PAYMENT SHALL BE MADE AS FOLLOWS: NET CASH UPON COMPLETION, PAST DUE ACCOUNTS AFTER 30 DAYS SUBJECT TO FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) ON THE UNPAID BALANCE. INVOICES PAYABLE BY THE 10TH OF EACH CALENDAR MONTH FOLLOWING THE MONTH WORK WAS PERFROMED.

TERMS OF CONTRACT:

TERMS OF THIS CONTRACT SHALL BE FOR ONE YEAR. PARTIES MAY AT ANY TIME AGREE IN WRITING TO EXTEND TERMS OF CONTRACT OR MODIFY ANY PROVISIONS HEREIN. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON SIXTY DAYS WRITTEN NOTICE.

II. WORK INCLUDED:

- A. TREES, SHRUBS & VINES: MAINTAIN TREES AND SHRUBS IN A HEALTHY GROWING CONDITION BY PERFORMING ALL NECESSARY OPERATIONS.
 - 1. PRUNING TREES: REGULAR PRUNING OF TREES WILL BE DONE TO REMOVE SUCKER GROWTH & MAINTAIN PROPER BRANCHING HEIGHT & HEAD DENSITY. PRUNE AROUND YOUNG TREES TO REDUCE COMPETITION FOR NUTRIENTS BY GROUND COVER.

TREES WHICH EXCEED THE REACH OF 15 FEET SHALL NOT BE PART OF CONTRACT AND WILL BE INSPECTED BY A CONTRACTOR AND A RECOMMENDATION WILL BE MADE TO THE OWNER FOR SERVICES OF A STATE CERTIFIED ARBORIST.

- 2. PRUNING SHRUBS: THE OBJECTIVES OF SHRUB PRUNING ARE THE SAME AS FOR TREES. UNLESS SPECIFIED SHRUBS WILL BE PRUNED TO PROMOTE NATURAL FORM & OPTIMIZE FLOWERING HABITS. SHRUBS SHALL NOT BE CLIPPED INTO BALLED OR BOXED FORMS UNLESS SUCH IS REQUIRED BY THE DESIGN.
- 3. STAKING AND TYING OF TREES: WILL BE DONE AS NEEDED WITH MATERIALS & LABOR SUPPLIED BY OWNER. FLAT CHARGE IS \$18.00 FOR STAKING (2") & TYING OF TREES (SINGLE STAKING). DOUBLE STAKING OR GUY WIRING CAN ALSO BE PROVIDED AT AN EXTRA CHARGE. TREE TIES WILL BE ADJUSTED ON A REGULAR BASIS TO PREVENT ADVERSE EFFECTS.
- B. GROUND COVER & FLOWER BED MAINTENANCE:
 - 1. SCOPE OF WORK SHALL CONSIST OF TRIMMING GROUND COVER WHERE NEEDED AROUND TREES, SHRUBS, CURBS, SIDEWALKS, BUILDINGS AND OTHER OBJECTS.

a. LITTER AND DEBRIS WILL BE REMOVED FROM LANDSCAPE AREAS ON A WEEKLY BASIS.

2. FLOWER BEDS TO BE WEEDED & CLEANED OF LEAVES & DEBRIS ON A REGULAR BASIS TO MAINTAIN A NEAT & CLEAN APPEARANCE.

C. LAWN CARE:

LAWN SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION BY FURNISHING NECESSARY SERVICES.

- 1. MOWING & EDGING OF ALL LAWNS ON A SCHEDULED BASIS; ONCE PER WEEK (WEATHER PERMITTING) AS TO MAINTAIN A NEAT APPEARANCE AND TO PROMOTE A HEALTHY GROWTH. AFTER MOWING & EDGING THE GRASS, CLIPPINGS SHALL BE REMOVED FROM ALL SIDEWALKS, DRIVEWAYS & CURBS. DURING SLOW GROWTH PERIODS (USUALLY NOVEMBER -MARCH) MOWING WILL BE DONE PER THE DISCRETION OF THE CONTRACTOR. OTHER MAINTENANCE DUTIES WILL BE COMPLETED IN LIEU OF MOWING.
- 2. AERIFICATION: TO REDUCE COMPACTION AND INCREASE WATER PENETRATION, CONTRACTOR AGREES TO AERIFY A MAXIMUM OF TWICE PER YEAR.
- D. HARDSCAPE AREAS:
 - SHALL BE CLEANED OF DEBRIS. GARAGES, PARKING AREA, CURBS AND DRIVEWAYS ARE <u>NOT</u> INCLUDED UNLESS OTHERWISE STATED. CLEAN UP OF USUAL DEBRIS IS CONSIDERED AN EXTRA WORK.
- E. WATER AND/OR IRRIGATION:

OWNER SHALL PROVIDE ALL WATER NECESSARY FOR IRRIGATION. AUTOMATIC IRRIGATION SHALL BE ACCOMPLISHED ON A SCHEDULED BASIS WITH FREQUENCY & DURATION AS TO PROMOTE HEALTHY GROWTH. THIS SHALL BE ACCOMPLISHED BY ADJUSTING AUTOMATIC CONTROLLER BASED ON CHANGES IN RAINFALL AND TEMPERATURE. CLEANING, FLUSHING AND ADJUSTING SYSTEM WILL BE DONE AS NEEDED. MANUAL IRRIGATION OR HAND WATERING IS CONSIDERED AN EXTRA WORK.

- F. FERTILIZATION:
 - 1. FERTILIZER SHALL BE APPLIED AS NECESSARY TO MAINTAIN HEALTHY GROWTH. APPLICATION SHALL BE DETERMINED BY THE TIME OF YEAR, SOIL TYPES AND REQUIREMENTS OF PLANTS.
 - LAWNS SHALL BE FERTILIZED WITH A TOTAL OF AT LEAST SIX (6) LBS., OF ACTUAL NITROGEN PER 1,000 SQ. FT., PER YEAR. THE NUMBER OF APPLICATIONS WILL BE DEPENDENT ON THE TYPE OF NITROGEN USED. ONE POSSIBLE FERTILIZATION SCHEDULE FOR TURF INCLUDES QUARTERLY APPLICATIONS OF A SLOW RELEASE FERTILIZER.

G. DISEASE, PESTS & WEED CONTROL:

- 1. DISEASE & PESTS: REASONABLE CONTROL OF INSECTS & DISEASE WILL BE MAINTAINED AS WELL AS POSSIBLE WITH FUNGICIDES, INSECTICIDES & OTHER APPROPRIATE SOLUTIONS. TREES ARE NOT INCLUDED. SNAIL CONTROL IS CONSIDERED AN EXTRA WORK. NOTE: SOME TURF DISEASES HAVE NO EFFECTIVE MEANS OF CONTROL.
- * 2. WEED CONTROL: IF NEEDED WEED REMOVAL AND SPRAYING PROGRAM WILL BE DONE TO CONTROL BROAD LEAF HERBACEOUS WEEDS. SPRING AND FALL CRAB GRASS CONTROL THROUGH APPLICATION OF PRE-EMERGENT WILL BE DONE AT AN EXTRA CHARGE (TWICE A YEAR).

THE COST FOR YOUR PROJECT IS: \$ 410.00 - SEE PAGE 6

III. INSPECTIONS UPON REQUEST:

MONTHLY INSPECTION OF MAINTENANCE AREAS COVERED BY AGREEMENT SHALL BE MADE BY OWNER AND CONTRACTOR. ACCOUNT MANAGER IS AVAILABLE FOR HOME OWNERS MEETINGS AND WALK THROUGHS WHEN REQUESTED.

IV: <u>EXTRA WORK</u>:

CONTRACTOR SHALL FURNISH, FOR WHICH THE OWNERS SHALL BE BILLED AN EXTRA, ALL LABOR & MATERIALS NEEDED TO REPAIR DAMAGED IRRIGATION SYSTEM OR DAMAGED PLANT MATERIALS DUE TO ACTS OF VANDALISM OR FOR ANY REASON WHICH WOULD NOT BE CONSIDERED NEGLIGENCE ON THE PART OF CONTRACTOR. LABOR RATES ARE \$45.00 PER MAN PER HOUR DURING REGULAR BUSINESS HOURS (7:00 A.M. - 3:30 P.M., MONDAY - FRIDAY, EXCEPT HOLIDAYS) AND \$68.00 PER MAN HOUR AFTER BUSINESS HOURS (EMERGENCY ANSWERING SERVICE AVAILABLE EVENINGS, WEEKENDS AND HOLIDAYS).

V. OPTIONAL SERVICES:

- 1. DEEP ROOT FEEDING/INJECTION FERTILIZING
- 2. LANDSCAPE DESIGN & IMPROVEMENTS
- 3. ANNUAL COLOR PROGRAM
- 4. EROSION CONTROL
- 5. WEED ABATEMENT
- 6. TRACTOR WORK
- 7. DRIP IRRIGATION CONVERSIONS
- 8. TURF DETACHING
- 9. SPLIT SEEDING
- 10. DOMESTIC MAIN LINE REPAIRS IN STREET ASPHALT, CEMENT CUTTING OR PATCHING WORK.
- 11. HYDROSEEDING

VI. <u>PRE EXISTING CONDITIONS</u>:

ANY PRE EXISTING CONDITIONS THAT ARE DETRIMENTAL TO PLANT GROWTH ARE NOT THE RESPONSIBILITY OF THE CONTRACTOR AND CORRECTION OF THIS IS AN EXTRA.

SPECIAL PROVISIONS:

VIII. ATTORNEY FEES:

SHOULD EITHER PARTY BRING SUIT IN COURT TO ENFORCE ANY OF THE TERMS OF THIS CONTRACT, IT IS AGREED THAT THE LOSING PARTY WILL PAY TO THE SUCCESSFUL PARTY HIS COST & REASONABLE ATTORNEY FEES.

THE PARTIES AGREE THAT IN THE INTEREST OF ECONOMY, SPEED AND INSURING CONTINUED GOOD RELATIONSHIP ANY QUESTION ARISING OUT OF THE OPERATION OF THIS AGREEMENT, WHICH THE PARTIES CANNOT RESOLVE BETWEEN THEMSELVES, SHALL BE REFERRED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

IX. TERMINATION FOR CAUSE

IF THERE ARISES A DISPUTE BETWEEN THE PROPERTY OWNER AND CONTRACTOR, AND IF IN THE OPINION OF THE AGGRIEVED PARY THE OFFENDING PARTY HAS COMMITTED A MATERIAL BREACH OF THIS AGREEMENT, THE AGGRIEVED PARTY WILL SERVE WRITTEN NOTICE UPON THE OFFENDING PARTY, SETTING FORTH THE DETAILS OF SUCH ALLEGED BREACH. THE OFFENDING PARTY SHALL HAVE (30) DAYS TO CORRECT SAID BREACH. UPON FAILURE OF OFFENDING PARTY TO CORRECT SAID BREACH, THE AGGRIEVED PARTY WILL SERVE SIXTY (60) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE, DELIVERED TO THE OTHER PARTY BY ORDINARY MAIL, ADDRESSED TO THEIR NORMAL PLACE OF BUSINESS. UPON EXPIRATION OF THE TERM OF THIS AGREEMENT, THIS AGREEMENT WILL CONTINUE TO RENEW FOR AN ADDITIONAL 1YEAR PERIOD UNLESS TERMINATED OR AMENDED AS PROVIDED HEREIN.

- 1. Twice a year tractor services; flail mowing of weeds \$310.00 per occurrence
- 2. Twice a year pre-emergent control of planters & spraying of back field area \$410.00 per occurrence
- Field and Paved Area: This area includes the fenced in field and paved areas behind the C building and the planter area behind the cafeteria to the fence not including the construction class field
- Storage, paved & Parking Area: This area includes the areas around the storage building, the paved and parking areas behind the G and F buildings and the parking spaces within
- **Parking Lot Area:** This area includes the student and staff parking as shown on the site map and includes the parking islands as well as the paved area, but does not include the planter between the parking lot and highway 92 and Hesperian Blvd.
- **Construction Class Area:** This area includes the fenced in field surrounding the construction class building site

RESPECTFULLY SUBMITTED:

rand P.O Karl Pacheco 5/10/17_ DATE

PACHECO BROTHERS GARDENING, INC.

THE ABOVE PROPOSAL IS HEREBY ACCEPTED ACCORDING TO THE TERMS THEREOF & THE OWNER AGREES TO PAY THE AMOUNTS MENTIONED IN SAID PROPOSAL AND ACCORDING TO TERMS THEREOF:

DATE

2017

OWNER / MANAGER SIGNATURE

REQUESTED START DATE:

IF THIS CONTRACT IS ACCEPTED , PLEASE SIGN BOTH COPIES AND RETURN TO OUR OFFICE. WE WILL SIGN AND RETURN THE SIGNED COPY TO YOU.



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the MOU with
	Alameda County Office of Education (ACOE) for Payroll
	Services for the 2017-2018 Fiscal Year

BACKGROUND

Eden Area Regional Occupational Program contracts its payroll processing services with Alameda County Office of Education (ACOE). The contract includes processing of employee deductions, health and welfare and timesheets. STRS and CalPERS reporting is also included in the contract.

CURRENT SITUATION

The attached 2017-2018 contract with Alameda County Office of Education (ACOE) provides details of the payroll processing services for fiscal year 2017-2018.



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Eden Area Occupational Program (EAROP).

- **PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and EAROP to have the ACOE provide certain payroll processing services, and ACOE is willing and able to provide such services.
- **AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth in and governed by the laws of the State of California.
- **TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of 12 months effective July 1, 2017 and ends June 30, 2018. This agreement is renewable from year to year, unless either party gives notice of intent to withdraw by May 15th of the effective period.

SCOPE OF SERVICES:

- A. The ACOE (Internal Business Services department) agrees to provide the following services:
 - 1. Process monthly time cards.
 - 2. Process employee payroll deductions and health & welfare insurance premiums through payroll.
 - 3. Prepare manual payroll warrants, if necessary.
 - 4. Set up and update specific employee payroll record data in ESCAPE (i.e. W-4, Advanced Earned Income Credit or AEIC, DE-4, direct deposit and retirement add-ons).
 - 5. Prepare STRS & PERS reports and reconcile to financial system.
 - 6. Include EAROP in Agency's STRS and PERS reports under EAROP's own Unit Code identity.
 - 7. Reconcile and file quarterly and annual federal and state employer payroll tax reports including W-2 forms and State Unemployment Insurance reports.

- 8. Provide Direct Deposit of payroll warrants.
- 9. Deposit federal and state payroll taxes.
- 10. Meet with EAROP personnel manager and/or business manager, as needed, to implement required payroll procedures.
- 11. Regular payrolls will be processed once a month at ACOE in accordance with the EAROP calendar.
- B. EAROP agrees to complete, on a timely manner, all information necessary to process the payroll.
 - 1. Timesheets must be received by ACOE's payroll department no later than 2 business days after the 15th of each month.
 - 2. EAROP will establish payroll parameters; calendars, work year, pay schedules and other necessary information to produce an accurate payroll.
 - 3. EAROP will track the balances of all sick leaves, vacation leaves and any other leaves. Also EAROP will track and manage reports all items related to the Affordable Care Act.
 - 4. Set up annual rates for PERS, STRS, Workers' Compensation, State Unemployment Insurance, health & welfare premiums, and other payroll related employer and employee deductions.
 - 5. Review payroll set-up and add-ons.
 - 6. Reconcile and mail vendor warrants excluding health & welfare insurance premiums.
 - 7. Enroll qualified employees under PERS and STRS systems (my/CalPERS or REAP).
 - 8. Maintain payroll vendor file.
 - 9. EAROP is responsible for keeping original copies of payroll records. Only copies of such records will be sent to ACOE.
 - 10. Responsible for paying Local Experience Charge (LEC) bills and sales taxes.
 - 11. EAROP shall ensure that sufficient funds are available in their County Treasurer's account to cover the full amount of payroll.
 - 12. In case of payroll related questions, ACOE will discuss the issue with the EUSD office personnel and not directly with the affected employee.

COMPENSATION:

In exchange for the support and services to be provided by ACOE under the terms and conditions of this Agreement, EAROP shall pay ACOE the amount of \$26,000. ACOE shall invoice EAROP quarterly in the amount of \$6,500.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to EAROP and EAROP shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide EAROP, and EAROP shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR EAROP shall be excess and noncontributory." Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless EAROP and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, EAROP shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of EAROP, its officers, agents or employees.
- C. It is the intent of the ACOE and EAROP that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and EAROP agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and EAROP further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination 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 Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE:

To Eden Area Occupational Program:

Alameda County Office of Education 313 West Winton Avenue Hayward, CA 94544

Eden Area Occupational Program 26316 Hesperian Blvd. Hayward, CA 94545

INTEGRATION:

This M.O.U. represents the entire and integrates agreement between ACOE and EAROP, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and EAROP.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and EAROP have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

EDEN AREA OCCUPATIONAL PROGRAM

(ACOE Representative)

Leigh Ann Blessing, Interim Chief Financial Officer Printed Name and Title

Date: 5|18|17

(EAROP Representative)

Printed Name and Title

Date: _____



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Disposal of
	Obsolete Surplus Items

BACKGROUND

Education Code sections 60500 et. seq mandate that the Board of Education determine when items are obsolete and not required or usable for school purpose.

CURRENT SITUATION

The attached list summarizes items that:

(1) Are obsolete or no longer suitable for school use (2) are to be disposed of for the purpose of replacement, or (3) are non-functional and are no longer needed for school purposes.

The Administration of the Eden Area ROP has concluded that it is necessary to dispose of the obsolete equipment and/or items.
	RUP #	vescripiion, brand		Senal #	uate	PO#	COST/ Value	NOTES	Department
010-0000-6350-0000-7250-700-30	11447	Dell OptiPlex 7010 MT	7010 MT	dh7qfx1 29339086357	06/13	P1 3-00255	841.48	Obsolete/broken	Admin.
010-0000-6350-0000-8100-700-20	11192	Golf Cart	Yamaha 2003		06/08		8,591.00	Obsolete/broken	Maintenance/Operations
010-0000-6350-6704-1000-760-10	n/a	Air Compressor, Ingersoll Rand	T30		01/01	73010427	3,645.00	Obsolete	Auto Painting
010-0000-6350-6630-1000-760-10	06861	Revolving Door, Adolf Gasser			04/99	73990583	3,170.00	Obsolete	Dental Assisting
010-0000-6350-6103-1000-760-10	10897	HP Micro tower Pentium DC5100M	PZ583UA#ABA	MXL61902L3	90/90	06/06 P06-00272	1,236.17	Obsolete	Criminal Justice
010-0000-6350-6103-1000-760-10	10898	HP Micro tower Pentium DC5100M	PZ583UA#ABA	MXL61905ZH	90/90	06/06 P06-00272	1,236.17	Obsolete	Criminal Justice
010-0000-6350-6103-1000-760-10	10899	HP Micro tower Pentium DC5100M	PZ583UA#ABA	MXL61902L2	90/90	06/06 P06-00272	1,236.17	Obsolete	Criminal Justice
010-0000-6350-6601-1000-760-10	10071	Smart Board		SB580-49774	04/02	73020507	1,713.00	Obsolete/broken	Criminal Justice
010-0000-6350-6801-1000-031-10	11512	HP Enby 15t quad Laptop	856040		06/14	P14-00347	908.31	Broken	Marketing / CV
010-0000-6350-6804-1000-368-10	06988	Camcorder, JVC	GRSXM330U	076Q3588	03/01	73010594	582.00	Reported lost	Marketing / Hayward
010-0000-6350-6806-1000-760-10	10834	Total erase Mobil Easel Board	3640TE		04/06	04/06 P06-00218	641.61	Broken	Merchandising
010-0000-6350-6703-1000-760-10	10818	SMART board 72" (SMART)	SB-580	SB580-179179	05/05	05/05 P05-00303	1,571.00	Obsolete	Auto Tech. I
010-0000-6350-6703-1000-760-10	10817	Projector (NEC) Np310	VT575	5400184FX	05/05	05/05 P05-00303	1,191.00	Obsolete	Auto Tech. I
010-0000-6350-6703-1000-760-10	06507	Balance, Wheel Snap On	WB260A	G31AT076	02/00	73000507	3,596.00	Obsolete	Auto Tech. I
010-0000-6350-6703-1000-760-10	10077	Smart Board	580	SB580-49770	04/02	73020507	1,713.00	Obsolete	Auto Tech. I
010-0000-6350-6703-1000-760-10	06522	Tire Changer	TC3250	102506274	00/90	73000801	3,970.00	Obsolete	Auto Tech. I
010-0000-6350-6703-1000-760-10	10586	Scanner, Color graphing		MT2500-4499	04/02	73020356	1,499.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10		Scope, Handheld			05/01	73010752	909.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10		Scope, Handheld			05/01	73010752	908.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10		Graphing Multimeter Kit, Vantage	EETM300C	05VAE-001124	05/03	73010717	4,045.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10		Ignition Analyzer, Vision II		CA11 801472	12/98	73990447	4,188.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	11051	Cartridge MT25-TSIN72	TSIN72	586004	06/07	P07-00371	738.35	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	11052	Cartridge MT25-VCIN72	VCIN72	575551	06/07	P07-00371	738.35	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	10717	OTC Engine Analyzer/ Compressor	OTC 44551	05A1088	06/04	P0400271	9,866.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	10640-41	Engine Analyzer/Upgrade kit	MTS 5100	0347r000199/2055	04/04	P0400289	6,771.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	10626	Analyzer, Gas	DLX5	DGA1000DLX5	06/03	73030541	8,050.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10		Asian Combo Kit Software		MT2500-4499	04/03	73020356	974.00	Obsolete	Auto Tech. II
010-0000-6350-6703-1000-760-10	01982	Hot Press Washer	MVP4-25325	P0996-9299			0.00	Obsolete	Auto Tech. II

ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Revision of the
	Eden Area ROP Adult Programs Fee Schedule

BACKGROUND

The Eden Area ROP periodically reviews adult costs associated with Adult Programs.

Providing adults the opportunity to enroll in classes enables us to maximize the use of the facility and provide services to adults.

CURRENT SITUATION

The attached fee schedule reflects the course fees for the following programs:

- Clinical Medical Assisting
- Dental (DA and RDA)
- Accelerated Electrical Training Day Program
- Electrical Training Evening Program
- Welding

The fee schedule revision reflects the newly acquired Electrical Training Program and associated cost. There are no changes to the course fees.

CONSENT CALENDAR



Adult Programs Fee Schedule

Effective July 1, 2017

Registration Fee: \$70.00 per class (NON-REFUNDABLE)

*Dental Assisting, Registered Dental Assisting and Accelerated Industrial Training are Daytime Programs

Program	Course Fee	Duration of class	Estimated Book Cost	Estimated Additic Other Expe	
Dental Assisting (DA) *Daytime Program 8:00am – 3:30pm Tuesday – Friday	\$2,000 Lab Fee + \$70 Registration Fee	12 months	\$140	Uniform / Scrubs Shoes, Lab Coat Physical CPR & TB Test, Hepatitis Vaccine (Optional) Own transportation to community sites	\$100 \$75 \$75 \$150
Registered Dental Assisting (RDA) (Prerequisite: DA Program) *Daytime Program 8:00am – 3:30pm Tuesday – Friday	\$2,000 Lab Fee Registration Fee Not Applicable	6 months	\$80	No additional cost for RDA, the additional cost are covered in the DA program. Own transportation to community sites	
Clinical Medical Assisting (CMA) 5:00pm-8:00pm 2 nights per week	\$2,000 Lab Fee + \$70 Registration Fee	7 months	\$200 Textbook \$100 Workbook (separate cost)	Uniform- Scrubs/Shoes TB Test Hepatitis Vaccine (Optional) Other Immunizations as required	\$100 \$60 \$150
Electrical Training Evening Program 5:00pm-8:00pm Monday-Thursday (classes run one day per week)	\$500/Trimester Lab Fee Registration Fee Not Applicable	5 Year Hybrid Program	N/A	N/A	N/A
Accelerated Industrial Electrical Training *Daytime Program 6:30am-2:00pm Tuesdays-Thursdays	\$5,400 – Lab Fee Registration Fee Not Applicable	6 Months	N/A	N/A	N/A
Welding Technology 5:00pm-8:00pm 2 nights per week	\$1,200 Lab Fee + \$70 Registration Fee	13 weeks	No Textbook	Helmet Gloves Safety Glasses Boots	\$30 \$15 \$10 \$50

REFUND POLICY:

• 50% of the Lab Fee is due at Orientation/Registration.

• The \$70 Registration Fee is Non-Refundable.

The Lab Fee will be refunded in full prior to the start of the class. •

- 50% of the Lab Fee will be refunded up to one week/month prior to the midpoint for each class: •
 - 13 Week Classes = 50% of fees refunded by 5th week of class
 7 Month Classes = 50% of fees refunded by 5th week of class 0
 - 7 Month Classes = 50% of fees refunded by 3rd month of class 7 Month Classes = 50% of rees refunded by 5th month of class
 12 Month Classes = 50% of fees refunded by 5th month of class
- NO REFUNDS AFTER THE SPECIFIED DATES

COSTS SUBJECT TO CHANGE



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Evan Goldberg, Grant Coordinator
SUBJECT:	Request the Governing Board to approve MOU with Hayward
	Unified School District for the 2017 Summer School Program

BACKGROUND

Three years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer the program has expanded to serve middle school students from the Hayward and the San Leandro Unified School Districts.

CURRENT SITUATION

This summer's middle school experience for Hayward USD students will take place July 10-13 and July 17-20. The attached MOU defines our working relationships with Hayward USD. District staff at Hayward USD have agreed to the terms of this MOU.

Fiscal Impact: Costs for the summer program will be paid for out of Hayward USD Career Pathway Trust funds.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN HAYWARD UNIFIED SCHOOL DISTRICT AND THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH THE EDEN AREA CAREER PATHWAYS CONSORTIUM GRANT

I. TERMS OF MOU:

This agreement shall commence on July 1, 2017 and shall extend for through July 31, 2017.

II. PURPOSE:

Through the Eden Area Career Pathways Consortium Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement a Middle School Summer ROP program.

Program development and project oversight will be conducted by the Hayward USD Career Pathways staff and the staff from the Eden Area ROP.

Program will run for 2 weeks, Monday-Thursday 8:30 am-3:00 pm July 10—July 20.

120 students will be in 4 groups of 30 students and will rotate through various CTE programs throughout the two weeks. Programs will be Medical Careers, Culinary Arts, Criminal Justice, and Construction Technology.

III. ROLE AND RESPONSIBILITES OF EDEN AREA ROP

EAROP will provide the following additional services to HUSD:

- Instruction and materials for the summer program
- Campus supervisor during summer program hours
- Clerical support for the summer program
- Operating costs associated with the facility use during this time

IV. ROLES AND RESPONSIBILITIES OF HUSD

Proposal:

• HUSD will provide lunch for the students

V. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the .. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Evan Goldberg Grant Coordinator Eden Area ROP

Date

Matt Wayne, Ed.D. Interim Superintendent Hayward Unified School District Date



DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Evan Goldberg, Grant Coordinator
SUBJECT:	Request the Governing Board to approve MOU with San
	Leandro Unified School District for the 2017 Summer School
	Program

BACKGROUND

Three years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer the program has expanded to serve middle school students from the Hayward and the San Leandro Unified School Districts.

CURRENT SITUATION

This summer's middle school experience for San Leandro USD students will take place June 19-22 and June 26-29. The attached MOU defines our working relationships with San Leandro USD. District staff at San Leandro USD have agreed to the terms of this MOU.

Fiscal Impact: Costs for the summer program will be paid for out of San Leandro USD Career Pathway Trust funds.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT AND THE EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH THE EDEN AREA CAREER PATHWAYS CONSORTIUM GRANT

I. TERMS OF MOU:

This agreement shall commence on June 1, 2017 and shall extend for through June 30, 2017.

II. PURPOSE:

Through the Eden Area Career Pathways Consortium Grant, San Leandro Unified School District and Eden Area Regional Occupational Program will collaborate to implement a Middle School Summer ROP program.

Program development and project oversight will be conducted by the Assistant Director Teaching, Learning and Educational Equity for San Leandro Unified School District and Superintendent of Eden Area ROP.

Program will run for 2 weeks, Monday-Thursday 9:00-3:00, June 19—June 29.

Up to 100 students will be in 4 groups of 25 students and will rotate through EAROP CTE programs throughout the two weeks. Programs will be Medical Careers, Culinary Arts, Criminal Justice, and Construction Technology.

III. ROLES AND RESPONSIBILITES OF EDEN AREA ROP

- Bussing students from and back to Bancroft Middle School through a separate contract with San Lorenzo USD
- Instruction and materials for the summer program
- Campus supervisor during summer program hours and lunch
- Clerical support for the summer program
- Operating costs associated with the facility use during this time
- Lunches and drinks for the students

IV. ROLES AND RESPONSIBILITIES OF SLUSD

• SLUSD will coordinate transportation from Bancroft Middle School and communication with the student's parents as part of recruitment.

V. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days notice.

The contract for transportation services is held between the Eden Area ROP and the San Lorenzo Unified School District. See Attachment 1 for contract details.

Eden Area ROP shall indemnify, defend and hold harmless SLUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt SLUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

SLUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Evan Goldberg Grant Coordinator Eden Area ROP

Date

Michael McLaughlin, Ed.D. Superintendent San Leandro Unified School District Date

MEMORANDOUM OF UNDERSTANDING BETWEEN EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND SAN LORENZO UNIFIED SCHOOL DISTRICT 2017 SUMMER TRANSPORTATION

This is an agreement ("Agreement") between Eden Area Regional Occupational Program (ROP) ("Eden Area ROP") and San Lorenzo Unified School District ("District"), for the District to provide transportation during the summer of 2017 to students attending Eden Area ROP. District and Eden Area ROP are sometimes hereinafter collectively referred to as the "Parties" or each individually as a "Party."

- I. TERM. The term of this Agreement is from June 19, 2017, through June 22, 2017, and June 26, 2017, through June 29, 2017 (8 days).
- **II. PERMITS AND LICENSES.** The District shall secure and maintain valid permits, licenses and certifications that are required by law for the performance of the District's obligations under this Agreement.
 - a. Accident Reports the District shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs, which results in serious injuries or death, the District will immediately notify the Eden Area ROP.
 - b. **Equipment Requirements** Vehicle equipment and services covered by this Agreement must comply with applicable laws and regulations.

The District shall observe all requirements of California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of District students transported for the Eden Area ROP.

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

III. INSURANCE AND INDEMNITY The District shall maintain insurance and workers compensation coverage as required by current laws and regulations, and shall name Eden Area ROP as additional insured.

The District shall defend, indemnify, and hold harmless Eden Area ROP and its Governing Board and members thereof, officers, agents, representatives, and employees ("ROP Parties") from and against any claims, demands, liabilities, losses, suits, actions, expenses, or damages (including, but not limited to, attorneys' fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the District, its agents, representatives, officers, consultants, employees, Board and members thereof ("District Parties") in the performance of or failure to perform District's obligations under this Agreement.

Eden Area ROP shall defend, indemnify, and hold harmless District and the District Parties from and against any Claims directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Eden Area ROP or the ROP Parties in the performance of or failure to perform Eden Area ROP's obligations under this Agreement.

- **IV. TERMINATION** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party; however, the Parties may agree in writing to a shorter time period for the effectiveness of such termination.
- V. PERFORMANCE OF SERVICES The District agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. District shall use its best efforts to secure the drivers necessary to perform District's obligations under this Agreement. Notwithstanding anything stated to the contrary in this Agreement, the District shall be excused from performance under this Agreement, and shall not be deemed to be in breach hereof, during any period of time when the District is unable to secure such drivers.

- a. **Student Pickup and Drop-off Locations** To and from: (1) Bancroft Middle School located at 1150 Bancroft Ave., San Leandro, CA 94577, and (2) Eden Area ROP campus located at 26316 Hesperian Blvd. Hayward, CA 94545, as agreed-upon and on agreed-upon calendar days.
- b. **Student Pickup and Drop-off Times** Pickup students from (1)Bancroft Middle School at 8:30 a.m. drop-off at Eden Area ROP at 9:00 a.m. and (2)Pickup students from Eden Area ROP at 3:00 p.m., drop-off at Bancroft Middle School at 3:30 p.m.
- c. **Pupil Management** Bus Drivers have the responsibility of maintaining proper student behavior on their buses.
- d. **Bus Application** Eden Area ROP shall require students to complete a bus application as required by the District, which are attached hereto and incorporated as Exhibit "A". All bus applications must be received by the District no later than May 26, 2017.
- e. **Bus Pass Requirements** Eden Area ROP shall require students to adhere to the District requirements, which are attached hereto and incorporated as Exhibit "B".
- **VI. PAYMENT** The cost of transportation services under this Agreement shall be Three Thousand Six Hundred and Fifty Dollars (\$3,650.00) per bus. Projected number of students is 100, which would require two (2) buses. Payment shall be adjusted based on the actual number of buses used. The District shall provide an invoice to Eden Area ROP for all amounts due no later than June 15, 2017. Eden Area ROP shall pay any such invoice within thirty (30) days after receipt thereof.

The District agrees that the above payment calculation is for exclusive use of buses for Eden Area ROP programs.

The District agrees that if District buses are utilized for programs other than the Eden Area ROP, the mileage will be adjusted by the District accordingly.

Eden Area ROP agrees to pay the actual cost of any repairs to seats, items, or equipment that is vandalized or damaged by students riding the bus. District will furnish Eden Area ROP a report or log for any such items that are damaged or vandalized by such students, subject to reasonable inspection by Eden Area ROP security.

- **VII. SEVERABILITY** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.
- **VIII. ENTIRE AGREEMENT** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
- **IX. SIGNATURES** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Signed:

Date:

Annette Heldman Assistant Superintendent, Business Services San Lorenzo Unified School District

Signed:

Date:

Evan Goldberg Grant Coordinator Eden Area Regional Occupational Program (ROP)

SLzUSD Board Approval Date:

THIS APPLICATION CANNOT BE APPROVED UNLESS IT CONTAINS COMPLETE INFORMATION

SAN LORENZO UNIFIED SCHOOL DISTRICT APPLICATION FOR STUDENT BUS TRANSPORTATION SUMMER 2017

List children to be registered for school busing:

First Name	Last Name	Date of Birth	Sex M / F	Grade	School to be attended	(Office Use) ID #
Does your child h	ave medical infor	mation that	the bus o	lriver sho	ould know abou	<u>t?</u> Yes / No
If yes, please list con	ndition:					
Parent Name	First				Last	
Are you: Mother						
Home Address:	Street		APT #		City	Zip Code
Home Telephone				Phone #	()	
Email Address:						
Father Work Phone	e ()		Mother V	Work Pho	ne ()	
Emergency Contac	et Person		T	elephone	()	
To receive	AGREEMENT bus services, you					cket.
School Board Polic conduct while preparefusal to submit to t transportation.	ring to ride, riding or	leaving the bi	us. Continu	ued disorde	erly conduct or pe	rsistent

I understand that if my child misbehaves, there will be consequences ranging from three days to two weeks suspensions from the bus. Denial of bus services may also be appropriate as determined by the Superintendent.

Parent	Signature			Date
Residency	•	ty Bill 🖵 Rental A	Agreement 🗖 Home	Visit 🛛 State Docs.
Intake:	Date:	Time:	Completed:	Date

Exhibit A53

DISTRITO ESCOLAR UNIFICADO DE SAN LORENZO APLICACIÓN PARA EL TRANSPORTE ESCOLAR DE LOS ESTUDIANTES

Para recibir servicio de transporte escolar, usted debe de estar de acuerdo con toda la información que

reciba en este paquete.

VERANO 2017

Por favor, enumere los niños que va a inscribir para el transporte escolar.

Nombre	Apellido	Fecha de nacimiento	Sexo M / F	Grado	Escuela que asistirá	(Office ID
: Tiene su n	iño(a) alguna cond	lición médica qu	ıe el con	ductor del :	autobús deba saber? SÍ	No
<u></u>						
Si respondio	ó sí, ¿cuál es esta co	ondición?				
1	~					
Nombre de	los padres					
		Primer nomb			Apellido	
Es usted: ¿N	Aadre / Padre / Guar	rdián Legal de lo	os niños a	arriba indica	ados? (encierre la que corresp	oonda)
Domicilio:						
Domicino:_	Calle	Apt. #		Ciudad	Código Postal	
	Calle	-			6	
Número de te	eléfono de la casa()	Numer	o de telefono	celular ()	
Número de te	eléfono de la casa()	Numero	o de telefono	celular ()	

En caso de emergencia comuníquese con: _____Teléfono ()_____

REGLAMENTO PARA USUARIOS DEL AUTOBÚS ESCOLAR

Política del Consejo Educativo: El transporte escolar es un privilegio adicional únicamente para los alumnos que muestren buena conducta mientras esperan el autobús, cuando viajan en el autobús y hasta cuando se bajan del autobús. El mal comportamiento continuo del alumno o si persiste con la falta de respeto a la autoridad del chofer, será razón suficiente para que se le niegue el servicio de transporte escolar.

Entiendo que si mi hijo presenta problemas de comportamiento, habrán consecuencias que van desde tres (3) días a dos (2) semanas de suspensión a sus servicios de transporte escolar. Es probable que pudieran negarse los servicios en su totalidad si el Superintendente así lo determina.

Firma del padre	Fecha	

Residency Verified by: Utility Bill Rental Agreement Home Visit State Docs. McKinney Vento Intake: _____ Date: _____ Time: ____ Completed: _____ Date____

Rules for the School Bus San Lorenzo Unified School District

Students are to:

- \circ $\;$ Have their bus pass with them at all times to ride the bus.
- o Sit facing forward at all times on the school bus. Always wear seat belts if the bus is equipped with belts.
- Stay seated until the bus comes to a complete stop.
- Keep their body out of the aisle and behind the seat back in front of them.
- Sit where instructed to by the bus driver. <u>The bus driver may assign seats at any time</u>.
- Stand still while the bus is approaching their stop. Do not move until the bus door opens.
- Be waiting in a line 5 minutes before the scheduled time for pick up.
- The bus driver is legally authorized to direct all loading and unloading procedures.
- Speak quietly on the bus. No yelling, screaming, using profane language or displaying profane or gang related signs.
- Be respectful to others and obey the bus driver. **Talking back to the bus driver will not be tolerated**.
- Not eat any food or drink any liquids on the bus.
- Not throw <u>anything</u> while inside or outside of the bus.
- Not put any part of their body out of the windows of the bus.
- Not operate the windows or any other mechanism on the bus unless the bus driver gives permission.
- Not bring any animals, reptiles, insects or fish onto the bus. Only Guide, Service, Signal or Sight dogs are allowed.
- Never enter the streets while waiting for the bus or cross the street after getting off the bus. Go directly home.
- Tell the bus driver if they need to cross the street.
- Not use a cell phone, ipod or any other distractive electronic devices.
- Never bring skateboards/razors or the like onto the bus.
- \circ $\;$ Take off their cap or hood while on the bus at the driver's direction.
- Never cut, mark or otherwise damage any part of the bus with any object.
- Never throw or launch <u>any projectile</u> inside or outside of the bus. This includes but is not limited to, projected laser beams. Injury to anyone or anything or damage caused by an infraction of this rule will result in referral to District Security and possible expulsion from the bus.
- Never spit on or at another person.
- Never possess, consume or be under the influence of any tobacco, alcohol or drugs or possess matches or lighters.
- Never possess matches or lighters on or off the bus or at school.
- Never hit, push, trip or otherwise touch anyone in a harmful or sexual way while on or off the bus.
- Never be involved in any sexually explicit behavior.
- Never make any sexually, racially or emotionally motivated comments that threaten physical violence.
- Never bully anyone in any way.
- o Never blatantly refuse to comply with the bus driver's instructions
- o NEVER possess, display or use a weapon of any kind on or off the bus or at any school campus
- NEVER commit a physical attack upon anyone (emotionally, racially, sexually or any other motivated type).
- NEVER make any threat of violence towards any bus driver or staff of the transportation department.
- NEVER detonate any object containing gunpowder (caps, firecrackers, firearms, etc.) on the bus.
- Violation of any of these rules will have the bus driver verbally warn the student one time to stop the activity.
- If the student continues, a written conduct report will be made. That report will be sent to the person in charge of the ROP program and to the parent.
- If a second conduct report occurs during the program, the student's bus privileges will be denied for the remainder of the program.

Reglas de Transporte Escolar Distrito Escolar Unificado de San Lorenzo

Los estudiantes siempre deberán:

- Portar su pase de autobús en todo momento para poder viajar en el autobús.
- o Sentarse siempre de cara al frente. Siempre usar el cinturón de seguridad si el autobús está equipado con cinturones
- Permanecer sentados hasta que el autobús llegue a una parada completa.
- Mantener su cuerpo fuera del pasillo y detrás del asiento al frente de uno.
- Sentarse donde el conductor les indique. El conductor podrá asignar asientos en cualquier momento
- Manténganse quietos cuando el autobús se acerque a la parada. No se muevan hasta que se abra la puerta.
- Formarse en fila y esperar al autobús, 5 minutos antes de la hora programada para recogerlos
- o <u>El conductor tiene la autoridad legal para dirigir todos los procedimientos de carga y descarga</u>
- Hablar en voz baja, no gritar ni dar alaridos, en el autobús. No usar lenguaje profano ni señales de pandillas o groserías
- o Respetar a los demás y obedecer al conductor. No se tolerará la insolencia con el conductor.
- No comer ni beber ningún liquido en el autobús
- No tirar <u>nada</u> dentro del autobús ni cuando estén afuera del autobús.
- No colocar ninguna parte de su cuerpo fuera de la ventana del autobús.
- o No operarán las ventanas, ni algún otro mecanismo del autobús sin permiso del conductor.
- No traer animales, reptiles, insectos o peces. Sólo se permiten perros guías, de servicio, señales o visión.
- Nunca bajarse a la calle mientras esperan, ni cruzar la calle al bajarse. Váyanse directamente a casa.
- Díganle al conductor si necesitan cruzar la calle.
- No usen el teléfono celular, ni iPods, o ningún otro aparato electrónico que genere distracción en el autobús.
- Nunca traigan patinetas ni zapatos *razors,* o algo similar en el autobús.
- o Quítense la gorra o cachucha en el autobús si el conductor así lo indica.
- o Nunca cortar, dañar o marcar parte alguna del autobús
- Nunca tirar o lanzar <u>ningún proyectil</u> dentro o fuera del autobús. Esto incluye, pero no se limita a la proyección de rayos laser, lesiones a cualquier persona o cosa, o daños ocasionados por infringir esta regla, estos casos serán remitidos ante la Seguridad del Distrito y podría culminar en una expulsión del autobús escolar.
- Nunca escupir sobre de, ni en dirección a, otra persona.
- Nunca tener en su posesión, consumir, ni estar bajo la influencia de tabaco, alcohol, drogas, fósforos o encendedores.
- Nunca tendrán fósforos o encendedores dentro o fuera del autobús ni en la escuela.
- Nunca golpearán, empujarán, tropezarán, o tocarán a nadie de forma dañina o sexual, en o fuera del autobús.
- Nunca se verán involucrados en ningún comportamiento explícitamente sexual.
- Nunca harán comentarios sexuales, raciales o emocionales a nadie que amenacen con violencia fisica.
- o Nunca acosarán u hostigarán a nadie, en forma alguna
- o Nunca se nieguen flagrantemente a cumplir con las instrucciones del conductor
- NUNCA porten, muestren, usen armas de ningún tipo dentro o fuera del autobús ni en ningún recinto escolar.
- NUNCA cometan ataques físicos contra otros (provocados por emociones, elementos raciales, sexuales o de otra índole)
- NUNCA amenacen con violencia a ningún conductor o personal del departamento de transporte.
- NUNCA detonen, objetos que contengan pólvora (casquillos, petardos, armas de fuego, etc.) en el autobús
 - > La violación de cualquiera de estas reglas llevará al conductor a dar <u>una</u> advertencia verbal de corrección.
 - Si el estudiante continúa, se hará un informe de conducta escrito. Ese informe se enviará a la persona a cargo del programa de ROP y a los padres.
 - Si se da un segundo informe de conducta durante el programa, se le negará al estudiante el privilegio de los servicios de transporte escolar por el tiempo que aún quede del programa.

ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Sheila Lawrence, Assistant Director of Offsite Programs
SUBJECT:	Request the Governing Board to approve the MOU with
	NFTE for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP has partnered with the Network for Teaching Entrepreneurship (NFTE) program. The Network for Teaching Entrepreneurship's mission is to provide programs that inspire young people from low-income communities to stay in school, to recognize business opportunities and to plan for successful futures.

CURRENT SITUATION

The Eden Area ROP has had a partnership with NFTE for 20 years. The program expanded last year to include teachers from Arroyo and San Lorenzo High Schools offering NFTE curriculum to students and training for teachers just as Hayward High School and San Leandro High School had in the past. This year we have been asked to participate in their pilot program of teaching their Entrepreneurship 2 curriculum which will be an expansion of the entrepreneurship 1 course currently offered.

The agreement before you is requesting that the partnership be continued for the 2017-2018 school year.

CONSENT CALENDAR



Network for Teaching Entrepreneurship

Memorandum of Understanding Between The Network for Teaching Entrepreneurship (NFTE) and Eden Area Regional Occupation Program (Eden ROP)

2017-2018

Date: May 23, 2017

NFTE –**Bay Area** Regional Office 343 Sansome Street #500 San Francisco, CA 94101 NFTE Director: Alfredo Mathew Email: alfredo.mathew@nfte.com Phone: (917) 882-0986

Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545 Superintendent: Linda Granger E: lgranger@edenrop.org T. (510) 293.2901

Student Enrollment: 540

COURSES OFFERED: Owning Your Future

Purpose

This Memorandum of Understanding (MOU) describes and confirms an agreement between The Network for Teaching Entrepreneurship and the School. The purpose of the agreement is to formalize and clarify expectations and relationships between both parties during the Term of this MOU, from August 1st, 2017 to June 15th, 2018. NFTE and the School are entering into this MOU so that the School may implement NFTE programming, and access all NFTE program support for the 2017-2018 school year.

NFTE Responsibilities:

• NFTE agrees to operate the "Program" (defined as the NFTE courses listed above) by offering teacher training, professional development, instructional support through PLCs, student and teacher recognition opportunities, and additional services as specified in Schedule A of this MOU.

School Responsibilities:

• The School agrees to offer the NFTE Program as a school course and to support teacher selection and training for successful implementation of the Program. The School agrees that implementation of the Program pursuant to this MOU shall at all times meet the standards prescribed by NFTE in this MOU and imposed consistently and uniformly throughout the Term. Additional requirements for School Commitment and Teacher Commitment are detailed in Schedules A and B of this MOU respectively.

Termination

NFTE recognizes that a partnership depends on shared accountability for delivering the maximum benefits of the NFTE Program. To support student success, it is essential that NFTE Program Staff, the School, and teachers share in the commitment to a rigorous and engaging learning experience. The quality of the program can be impacted when/if any party does not honor its respective Program obligations. In such cases, NFTE Program Staff will work proactively with the School to rectify any issues. If the quality of the NFTE Program does not improve, NFTE and/or the School may choose to reduce or discontinue the NFTE program at the School. This MOU shall be effective August 1st, 2017 to June 15th, 2018. Either party has a right to terminate the MOU upon a 30-day written notice to the other party.

Privacy

By signing this MOU, the School acknowledges and accepts the NFTE Privacy Policy: <u>http://www.nfte.com/privacy</u>.

Teacher and Course Information

Name of teacher(s) and course(s) by School:

Course title:	
Owning Your Future	
School Name: Hayward HS	
FRLP %: 77%	
Teacher name: Rick Charles	
Semester/full year: Year	
Estimated Enrollment: 90	
Course title:	Course title:
Owning Your Future	Owning Your Future
School Name: San Leandro HS	School Name: Mt. Eden HS
FRLP %: 65	FRLP %: 72
Teacher name: Paul Ruma	Teacher name: Kathrina Miranda
Semester/full year: Year	Semester/full year: Year
Estimated Enrollment: 120	Estimated Enrollment: 90
Course title:	Course title:
Owning Your Future	Owning Your Future
School Name: Arroyo HS	School Name: Tennyson HS
FRLP %: 53	FRLP %: 86
Teacher name: Christina Charlton	Teacher name: Laura Jagroop

Semester/full year: Year	Semester/full year: Year	
Estimated Enrollment: 150	Estimated Enrollment: 60	
Course title:		
Owning Your Future		
School Name: San Lorenzo HS		
FRLP %: 79		
Teacher name: Romy Shivers		
Semester/full year: Year		
Estimated Enrollment: 30		
- consistent and a second constraint and the SISS THE DATE IN THE SECOND CONSTRAINTS AND A SE		

Additional terms

Entire Agreement. This MOU contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This MOU supersedes any prior written or oral agreements between the parties.

Amendment. This MOU may be modified or amended if the amendment is made in writing and is signed by both parties.

Waiver of Contractual Right. The failure of either party to enforce any provision of this MOU shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this MOU.

Applicable Law. This MOU shall be governed by the laws of the state of New York.

COURSE EXPENSES			
Annual Program Support: \$6,000 \$1,000 for the Term of the MOU per teacher 6 Teachers Total at 6 School Sites: Hayward HS, Mt. HS, San Leandro HS	Eden HS, Tennyson HS, San Lorenzo HS, Arroyo		
One-Time Teacher Training Costs: \$1,500 \$1,500 for 1 teacher to be trained on EC			
One-Time Curriculum Costs: \$1,000 \$1,000 for 1 teacher to have access to EC			
Total Cost for 2017-18: \$8,500	\$ O purchase		
TEXT BOOK COSTS:	all for		
Owning Your Future	\$ A numer		
Price includes shipping cost			
Owning Your Future	\$		
Teacher Edition.	1		
Price includes shipping cost			
Owning Your Future	\$		
Workbook.			
Price includes shipping cost			
SIGNATURES			
NFTE	Eden Area ROP		
Alfredo Mathew, Director, Bay Area	Linda Granger, Superintendent		

Schedule A

Course Description

Owning Your Future

This year-long course focuses on student-centered, real-world applications of learning. This projectbased, experiential course is taught by NFTE-certified teachers, who teach students to identify and validate business opportunities, construct a financial model, and create a promotion and sales strategy. The course culminates with all students developing and pitching an original business plan, and competing for seed capital through a series of business plan competitions—from their classroom, to regionals, to NFTE's national competition.

Lessons include the concepts of competitive advantage, ownership, opportunity recognition, marketing, finance, and product development - and all tie back to core math and literacy skills.

NFTE brings learning to life through fun and experiential activities including:

- The Buying and Selling Event: Students buy products on an in-person fieldtrip to a wholesale district or warehouse club (or via online buying experience) which they then reprice and sell for a profit, helping them learn the principles of supply, demand, marketing and selling.
- Games: Activities such as the Innovation Game—where students take items such as paper plates, pipe cleaners and construction paper, devise an invention and present it to the class teach students how to identify consumer needs, communicate their ideas and to practice the art of sales and persuasion.
- Volunteers: Students get the opportunity to hear from and interact with real-world entrepreneurs and business leaders. NFTE classrooms regularly host guest speakers and business plan coaches, and judges for business plan competitions.
- Competition: Each NFTE student works toward completing a business plan, then presents and defends it in a classroom competition. The winners compete in citywide and/or regional competitions, with the hopes of reaching our national competition.

Exploring Careers

Exploring Careers focuses on academic, career, and life planning through entrepreneurship and personal skills reflection. Through experiential, project-based learning, all students:

Explore Possibility

- Learn the principles of entrepreneurship including the entrepreneurship mindset
- Learn what a career is
- Discover personal strengths (e.g., communication)

Create

- Brainstorm business ideas, identify which ideas are also business opportunities
- Work as a group to create a business concept and pitch

Pitch at an Event

- Pitch as a group during a business expo
- Have the opportunity to win prizes and recognition

KEY CONTENT

Twelve major career-readiness topics:

- 1. Your Personal Strengths
- 2. The Roles You Play
- 3. Why We Work
- 4. Think Like an Entrepreneur
- 5. Skills for Success
- 6. Communicating with Others
- 7. Building Relationships
- 8. Basic Math Skills
- 9. Technology in Your Career
- 10. Living a Healthy, Balanced Life
- 11. Starting Your Own Business
- 12. Planning Your Business

Schedule B

School Commitment

The School agrees to adhere to the following NFTE program standards:

NFTE Classroom Experience:

- Provide a year-long class. (For Exploring Careers only, the School may request approval for a semester-only class.)
- Teach all units in the course, and deliver NFTE's core experiential activities such as:
 - ✓ wholesale buying and selling experience for each NFTE class
 - ✓ host NFTE guest speakers, business plan coaches, and competition judges
 - ✓ have all students complete and present a business plan (individually or in groups)
 - ✓ ensure all NFTE students over the age of 14 register at the NFTE alumni portal

Administrative and Program Commitments:

- Collaborate with NFTE Program Staff in thoughtfully selecting effective teachers who are committed to NFTE, entrepreneurship education, and completion of the program.
 - Suggested teacher profile:
 - Certified to teach entrepreneurship, business/finance or a related field.
 - Prior experience working as an entrepreneur or in a related field such as business/finance.
 - At least three years of classroom teaching experience.
 - Experience with managing project-based learning in the classroom.
 - Understands the value of data-driven instruction.
 - Willing to rigorously evaluate student work.
 - Experience using technology in the classroom.
- Maintain at least one Certified Entrepreneurship Teacher ("CET") on staff at the School.
- Commit to a minimum of two (2) years of program implementation, when possible, to ensure instructional quality, consistency and outcomes.
- Ensure each CET is trained at NFTE University.
- Allow NFTE staff to visit the school and NFTE class(es) with advance notification.
- Provide an appointed Site Program Administrator to ensure ongoing communication between the School and NFTE Program Staff.
- Meet twice yearly with NFTE Program Staff to review and plan the program.
- Seek pre-approval from NFTE for all press releases and grant reports that refer to NFTE.
- Ensure NFTE Media Release forms are signed by parents or guardians of ALL students participating in NFTE events, and that forms are submitted to NFTE within 30 days of the start of the school year.
- Allow for NFTE branding opportunities at NFTE events within the School and on the School's website.
- Inform NFTE immediately of changes to NFTE classes at the School, including staff changes, reduction in student enrollment/participation, and discontinuation of NFTE program.
- Provide NFTE with an annual closeout report before the conclusion of the school year.
- Assist NFTE Program Staff as requested by NFTE in administering and conducting student assessments and surveys related to the NFTE Program, including but not limited to obtaining any and all necessary applicable consents (which shall meet the requirements of all applicable rules, laws and regulations, including but not limited to FERPA) from students, and parents or guardians allowing NFTE to collect student data obtained in connection with such assessments and surveys for research purposes related to instructional performance measures and programmatic changes. Any information about students that NFTE collects will be kept on a

secure, encrypted server that is accessible only to the evaluation and research team at NFTE. Teachers will have access to their students' assessment scores. Information about individual students will never be shared publicly and only be reported in aggregate (summary) form.

Schedule C

Teacher Commitment

All teachers and other staff members of the School who have a role in the delivery of the NFTE Program hereby commit to all of the following:

Professional Development:

✓ Attend required professional development.

Professional Learning Community:

✓ Attend professional learning community ("PLC") sessions led by NFTE Lead Teachers or Master Educators.

Program Implementation:

- ✓ Allow NFTE Staff to deliver Intro Presentation to each class within first month of class
- ✓ Conduct a Wholesale Buying Experience & Selling Event (in-person or virtual)
- ✓ Complete the Experiential Activities for each unit of learning
- ✓ Facilitate at least one Business Plan Coaching Session
- ✓ Ensure that at least 80% of students complete, submit, and present their Business Plan or Expo
- Ensure that at least 80% of students over the age of 14 enroll on the NFTE Alumni Network portal

Student Record and Growth (ensure at least 80% student completion):

- ✓ Media Release Forms
- ✓ EMI Pre-Survey
- ✓ EMI Post-Survey

Additional Program Requirements:

• Register NFTE classes and students for recommended programs such as World Series of Innovation, and other relevant experiences offered by NFTE and its corporate partners.

NAME

[DATE]



2017-18 Entrepreneurship 2 Pilot Partnership Agreement

Date: May 23, 2017

Email MOU to: Jenny Bradbury at jennyb@nfte.com

SCHOOL INFORMATION						
School Name: Hayward HS				Grades Served: 9-12		
School Address: 1633 East Avenue Hayward, CA 94541						
Principal: David Seymour	Email:dseymour@husd.k12.ca.us		ca.us	Phone:510 723 3170		
# of students: 20	% Free & Reduc		Reduce	d Lunch: 77		
SCHOOL INFORMATION						
School Name: Arroyo HS Grade		Grades	des Served: 9-12			
School Address: 15707 Lorenzo Avenue San Lorenzo, CA 94580						
Principal: James Gray	Email:jpgray@slz	usd.or	g	Phone:	ne: 510 317 4000	
# of students: 30 % F		Free	Free & Reduced Lunch: 53			
SCHOOL INFORMATION						
School Name: Tennyson HS			Grades Served:		Grades Served: 9-12	
School Address: 27035 Whitman St Hayward, CA 94544-4099						
Principal: : George Mitsopoulos	Email:gmitsopoulos@husd.k12.ca .us		l.k12.ca	Phone:510 723 3190		
# of students: 17 % Fr		Free & F	ree & Reduced Lunch: 86			
SCHOOL INFORMATION						
School Name: San Leandro HS				Grades Served: 9-12		
School Address: 2200 Bancroft Avenue San Leandro, CA 94577						
Principal: Reginald Richardson Email: rerichardson@slusd.us		sd.us		Phone: 510 618 4600		

Memorandum of Understanding between NFTE and Eden Area ROP, 2017-2018

of students: 30

% Free & Reduced Lunch: 65

PILOT PURPOSE

This Partnership Agreement describes and confirms an agreement between the Network for Teaching Entrepreneurship and Eden Area ROP. The purpose of the agreement is to formalize and clarify expectations and relationships between both parties during the Term of this Agreement, from 08/01/2017 to 06/15/2018. NFTE and Eden ROP are entering into this Agreement so that the school may participate in the Entrepreneurship 2 Program Pilot, and access all NFTE program support for the 2017-18 school year.

NFTE PROGRAM TENETS

NFTE will provide entrepreneurship education program and services for the following program(s):

• NFTE Entrepreneurship 2 Program

To support student success, it is essential that NFTE program staff, schools and teachers share the commitment in providing a rigorous, enriching and engaging learning experience. The partnership between the School and NFTE is critical for program success. If at any point the quality of the program is impacted by any party not complying with program implementation standards, NFTE program manager will work actively with the School to rectify the issue. If the quality of the NFTE program does not improve, NFTE and/or the School may choose to reduce or discontinue the NFTE program at the School. This Agreement shall be effective 08/01/2017 to 06/15/2018. Either party has a right to terminate the MOU upon a 30-day written notice to the other party. To ensure the successful implementation, NFTE and School agree as follows:

NFTE PROGRAM COMMITMENT

In compliance with the Agreement, NFTE agrees to:

Indemnity and hold Eden Area ROP and its directors and employees harmless from and against any claims, liabilities, actions or other demands or causes of action brought by third parties relating to the grossly negligent acts or omissions or willful misconduct of NFTE or its employees directly in connection with NFTE's activities related to this Agreement which may take place on School property. NFTE shall add the School as an additional insured to its applicable insurance policy.

High-Quality Professional Development

- Provide E2 training in curriculum, implementation and best practices to ensure teachers are best prepared as Certified Entrepreneurship Teachers (CETs) through NFTE University.
- Provide a minimum ten (10) hours of ongoing professional development opportunities.
- Access to online NFTE teacher resources (lesson plans, syllabi, supplemental teaching materials)

Program Support

- Provide instructional resources and guidance to teacher on implementation of curriculum.
- Provide NFTE project-based learning curriculum.
- Recruit and coordinate classroom volunteers to serve as business plan advisors and judges.

Student Program, Recognition and Award Funds

- Supplies needed to support the NFTE project-based activities
- Provide \$175 in prize money for school-based business plan competitions
- Opportunity to compete in regional and national NFTE competition
- Opportunity to take the Certiport Entrepreneurship and Small Business management exam
- Eligibility for NFTE Alumni program

Teacher Appreciation

 A gift card for the NFTE teacher(s) for participating in the pilot based on satisfactorily completion of the NFTE program Note: Certain items are being provided gratis as part of the pilot, which may not be the case post-pilot.

SCHOOL PROGRAM COMMITMENT

In order for a NFTE program to receive funding and program support, the site must agree to adhere to NFTE's Program Standards:

NFTE Curriculum Experience:

- Provide one Teacher Edition and one Student Edition of the NFTE textbook *Entrepreneurship: Owning Your Future* to each NFTE class
- Provide NFTE entrepreneurship programming as a year-long class
 - Teach lessons provided in E2 curriculum and implement all required assessments
 - o Host NFTE business plan coaches, and competition judges
 - All students complete and present a business plan individually or in groups in the classroom
 - All students complete the required course assessments including the Certiport certification exam
 - All students set up account and access digital platform
 - All student register at the NFTE alumni web site (over the age of 14 only)

School Program Implementation:

- Offer NFTE as a year-long stand-alone class.
- Collaborate with NFTE Program Staff to thoughtfully select effective teachers who are committed to NFTE, entrepreneurship education and successful completion of the curriculum and meet one or more of the following: 1) Certified to teach entrepreneurship, business/finance or related field; 2) Prior experience working as an entrepreneur or related field in business/finance; 3) At least two years of classroom experience; 4) Experience with managing project-based learning in the classroom.
- Maintain at least one trained NFTE teacher on staff at school.
- Agree to allow NFTE staff to visit the school and NFTE class(es) with advance notification
- Provide an appointed Site Program Administrator to ensure communication between school and NFTE staff.
- Seek pre-approval from NFTE for all press releases and grant reports that mention NFTE. Coordinate
 with parents on the signing of NFTE Media Release forms for ALL students participating in NFTE
 events.
- Allow for NFTE branding opportunities within school, at NFTE events and on school website
- Inform NFTE immediately of changes to NFTE classes at its site including staff changes, reduction in student enrollment/participation and discontinuation of NFTE program
- Assist NFTE in any manner necessary as requested by NFTE in administering and conducting pilot research, evaluation, student assessments and surveys related to the NFTE Program, including but not limited to obtaining any and all necessary applicable consents (which shall meet the requirements of all applicable rules, laws and regulations, including but not limited to FERPA) from students, and parents or guardians allowing NFTE to collect student data obtained in connection with such assessments and surveys for research purposes related to instructional performance measures and programmatic changes. Any information about students that NFTE collects will be kept on a secure, encrypted server that is accessible only to the evaluation and research team at NFTE. Teachers will have access to their students' assessment scores. Information about individual students will never be shared publicly and only be reported in aggregate (summary) form.

Teacher Program Implementation:

Adhere to NFTE requirements for financial accountability. 1) Return any unused NFTE funds along
with supporting documentation provided to the teacher, 2) Provide receipts for funds spent within 15
business days of the program end date; 3) Provide documentation of all funds distributed to students
through signed grant forms and monetary release forms.

PROGRAM COSTS

Program Cost

				Contract of the second s
NFTE	Licer	nsina	inclu	dina

•

Student Project-Based Learning Curriculum and Supplies

Student Recognition and School Business Plan Competition

\$5,000 per teacher

- Teacher Support/Technical Assistance
- Ongoing Teacher Professional Development

of Teachers to participate in the E2 Pilot: 4

Total Course Expenses: \$20,000

SIGNATURES

The application must be signed by the school Principal, the appointed Site Program Administrator, and all teachers who will participate in the NFTE program. Please discuss and review program requirements with participating staff and ask them to sign below to indicate agreement.

Estimated Enrollment: ____97____

Title	Print Name	Signature	Email
Site Program Administrator	Sheila Lawrence		slawrence@edenrop.org
Principal	David Seymour		dseymour@husd.k12.ca.us
Principal	George Mitsopoulos		gmitsopoulos@husd.k12.ca.us
Principal	James Gray		jpgray@slzusd.org
Principal	Reginald Richardson		rerichardson@slusd.us
Teacher	Rick Charles		rcharles@edenrop.org
Teacher	Laura Jagroop		ljagroop@edenrop.org
Teacher	Christina Charlton		ccharlton@edenrop.org
Teacher	Paul Ruma		pruma@edenrop.org
NFTE Staff	Alfredo Mathews		

Information Items



ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Craig Lang, Director
SUBJECT:	Student Awards Ceremony

BACKGROUND

The Eden Area ROP holds an annual student awards ceremony to recognize outstanding students' performance and achievement. The following recognition awards given are NFTE Regional Youth Entrepreneurship Challenge, DECA Entrepreneurship Business Growth Plan, SkillsUSA State Gold Medal Recipients, The President's Volunteer Service Awards, Perfect Attendance, Student Services Scholarship Awards, and Student of the Year Awards.

CURRENT SITUATION

The student awards ceremony was held on May 10, 2017. A total of 78 students were recognized for their outstanding performances this year.

RECOMMENDATION

Information only

ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only



2017 Aug

The Superintendent will present draft of 2017-2018 goals to the Governing Board in closed session.

2017 Sept

The Superintendent will present to the Governing Board finalized goals for the 2017-2018 school year.

2017 Nov 15 Reminder to the Governing Board of notification for extension of the Superintendent's contract by January 15, 2018.

2018 Apr 15

Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.

The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.

2018 May

The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent. **2018** Jun Final document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.

Employment contract is finalized and approved. The Governing Board will give the Superintendent suggestions and input for goals for the coming year.

Action Items



ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Adopted
	Budget for the 2017-2018 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. "The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the 2017-2018 fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications are classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

CURRENT SITUATION

The proposed 2017-2018 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Board. Copies are available to the public upon request.

The Adopted Budget was prepared and reviewed in accordance with all state adopted criteria and standards in line with the Governor's new budget for Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the 2017-2018 for Adopted Budget as positive. The Adopted Budget confirms Eden Area ROP's ability to meet all financial obligations for the current fiscal year and two subsequent fiscal years. Finally, Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2017-2018 fiscal year.



DATE:June 1, 2017TO:ROP Governing BoardFROM:Linda Granger, SuperintendentPREPARED BY:Craig Lang, DirectorSUBJECT:Request the Governing Board to approve the Adoption of
Recommended Textbooks for the 2017-2018 School Year

BACKGROUND

In accordance with Board Policy and Administrative Regulation 6161.1 The Director or designee will administer the selection, ordering and implementation of textbooks throughout the Eden Area Regional Occupational Program (ROP).

Criteria and priorities for the selection of textbooks shall be based on local educational goals and objectives, State-approved instructional programs and criteria derived from any related curriculum frameworks, business/industry advisory committee and/or instructor input.

Adoption of textbooks by the Governing Board will be based upon recommendation made to the Board by the Director or designee.

The Board shall provide 10 days' notice for the public to view the textbooks prior to the Board meeting at which they will be reviewed for Board approval.

CURRENT SITUATION

A list of recommended textbooks for the 2017-2018 school year is included.

RECOMMENDATION

It is recommended that the ROP Governing Board approve adoption of the recommended textbooks for the 2017-2018 school year.
Recommended Textbooks for the 2017-2018 School Year EDEN AREA REGIONAL OCCUPATIONAL PROGRAM

Program	New Textbook	ISBN #	Year Published	QTY	Cost	Old Textbook	Year Published
First Responder	Emergency: Care and Transportation of the Sick and Injured	978-1-284-10690-9	2016	60	\$230.80	Emergency: Care and Transportation of the Sick and Injured	2011
Entrepreneurship	Entrepreneurship Owning your Future Student Edition	978-0-13-432491-3	2016	150	\$25.60	Entrepreneurship Owning your Future Student Edition	2010
Entrepreneurship	Entrepreneurship Owning your Future Teachers Edition	978-0-13-432490-6	2016	150	\$109.00	o Owning your	2010
Auto Refinishing	Auto Refinishing Auto Body Repair Technology	978-1-133-70285-6	2015	60	\$165.86	Auto Body Repair Technology	2008



DATE:	June 1, 2017
то:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the 2017-2018 High
	School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

Currently all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2017-2018 high school student calendar.

ZEdenAreaROP **DRAFT 2017-2018 HIGH SCHOOL STUDENT CALENDAR**

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

F

11

18

25

AUGUST W

2

g

∎16

23

8

▲15

22

Μ Т 1

7

♦14

21

TH

10

17

24

	JULY							
Μ	Т	W	TH	F				
3	•4	5	6	7				
10	11	12	13	14				
17	18	19	20	21				
24	25	26	27	28				
31								

				0
	NO\	/EMI	BER	
Μ	Т	W	TH	F
		•1	2	3
6	7	3	9	•10
13	14	15	16	17
20	21	22	•23	•24
27	28	29	30	

				15				
	MARCH							
Μ	Т	W	TH	F				
			1	2				
5	6	7	8	9				
12	13	14	15	16				
19	20	21	22	23				
26	27	28	29	•30				

								=0		
31						28	29	30	31	
0										12
	NO/	/EMI	BER				DE	CEM	BER	
Μ	Т	W	TH	F		Μ	Т	W	TH	F
		•1	2	3						1
6	7	3	9	•10		4	5	6	7	8
13	14	15	16	17		11	12	13	14	15
20	21	22	●23	●24		18	19	20	21	■22
27	28	29	30			●25	•26	27	28	29
				15						16
	M	IARC	H					APRI	L	
Μ	Т	W	TH	F		Μ	Т	W	TH	F
			1	2		2	3	4	5	6
5	6	7	8	9		9	10	11	12	13
12	13	14	15	16		16	17	18	19	20
19	20	21	22	23		23	24	25	26	27
26 27 28 29 •30 30										
						~				16
FIRST AND LAST DAYS OF										
August 16, 2017							of sch			
December 22, 2017 June 1, 2018							t Sem of Sch			
June	1, 20	510				Lasi	Day		1001	
HOL	IDAY	′S								•
July	4, 20	17				4th c	of July	/		
Sept	embe	er 4, 2	2017			Labo	or Day	/		
Nove	embe	r 1, 2	017							
	1 A A			reer co	ounse					
		r 10,					rans	•	_	
		r 23-2	,				-	/ing &	-	
December 25-26, 2017							Eve		/	
January 1, 2018							s Day			
January 15, 2018 February 12, 2018						her Ki: Birthda	0	•		
		12, 2 19, 2						s Day	•	
	-	2018					ar Cha	-		
				er cou	unselo	r & 10	month	n staff c	only	
	28, 2						orial		-	
STA	FF D	EVEL	OPN	IENT	DAY					•

TEACHER WORK DAYS August 15, 2017 June 4, 2018

August 14, 2017

Mandatory for teachers & career counselor

	SEPTEMBER						
М	Т	W	TH	F			
				1			
•4	5	6	7	8			
11	12	13	14	15			
18	19	20	21	22			
25	26	27	28	29			
				20			

JANUARY W

17

24

TH

4

18

25 26

F

5

12

19

Μ

01

8 ●15

22

29

т

2 3

9 10 11

16

23

30 31

OCTOBER						
Μ	Т	W	TH	F		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	25	26	27		
30	31					
22						
	FEE	BRUA	IRY			
м	т	W	ТН	F		

FEBRUARY							
Μ	Т	W	TH	F			
			1	2			
5	6	7	8	9			
•12	13	14	15	16			
•19	20	21	22	23			
26	27	28					

				17
	l	MAY	,	
М	Т	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
•28	29	30	31	
				22

26	27	28		
				18
		JUNE		
Μ	Т	W	TH	F
				∎1
▲4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
				1

BREAKS**

November 20, 21, 22, 23, 24, 2017 Thanksgiving Students, teachers, career counselor, 10 month &11 month staff only December 25, 2017-January 5, 2018 Winter April 2-6, 2018 Spring

Students, teachers, career counselor, 10 month &11 month staff only ** Breaks are in Bold

NUMBER OF INSTRUCTIONAL DAYS***

180 Days of instruction

*** Number of Instructional days in a month are in the shaded gray boxes.

DISTRICT START DATES					
August 22, 2017	Castro Valley USD				
August 28, 2017	Hayward USD				
August 16, 2017	San Leandro USD				
August 24, 2017	San Lorenzo USD				
DISTRICT LAST DAY OF CL	ASS				
June 7, 2018	Castro Valley USD				
June 14, 2018	Hayward USD				
June 7, 2018	San Leandro USD				
June 13, 2018	San Lorenzo USD				
Governing Board Approval					
Pending					

ACCREDITED BY THE WESTERN ASSOCIATION OF SCHOOLS & COLLEGES



DATE:	June 1, 2017
то:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Calendar of
	Governing Board Meetings for the 2017-2018 School
	Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting Calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:30 pm, with the exception of January and July where no meeting is held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2018 and make any necessary changes to accommodate the annual schedule.

The 2017-2018 school year spring break for all of our member school districts will fall on the first week of April. This will conflict with our April meeting and the ROP is requesting that the April meeting be held on the 2nd Thursday of April.

Given the challenges related to starting meetings at 5:30, changing the start time to 5:45 for the 2017-2018 school year is also recommended.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2017-2018 school year.



GOVERNING BOARD MEETING DATES 2017-2018

Eden Area ROP Governing Board meets the first Thursday of every month.* and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2017-2018:

July 2017-No meeting scheduled August 3, 2017 September 7, 2017 October 5, 2017 November 2, 2017 December 7, 2017 January 2018-No meeting scheduled February 1, 2018 March 1, 2018 April 12, 2018 (2nd Thursday) May 3, 2018 June 7, 2018

*With the exception of the months of January and July where no meeting is held.

GOVERNING BOARD TERMS 2017-2018 SCHOOL YEAR

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

Board Member	Board Title	District	Term	New Term Commences
Lisa Brunner	President	Hayward	01/16-12/17	1/2018
Janet Zamudio	Vice-President	San Lorenzo	01/16-12/17	1/2018
Peter Oshinski	Member	San Leandro	01/17-12/18	1/2019
Dot Theodore	Member	Castro Valley	01/17-12/18	1/2019

ZEdenAreaROP

DATE:	June 1, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Contract with
	Barbara Baker to Provide Mentor Teacher Support

BACKGROUND

The Eden Area ROP acquired the Construction Craft Training Center in 2016.

CURRENT SITUATION

Barbara Baker will provide mentor teacher support for Turlock instructor to receive his CTE credential. Barbara holds the credentials required to serve as a mentor teacher. Barbara will work closely with the Assistant Director of Adult Programs via email, phone and in-person.

RECOMMENDATION

It is recommended that the Governing Board approve the contract with Barbara Baker to provide mentor teacher support.

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2016-2018 school year

BETWEEN

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545 (the "Customer")

OF THE FIRST PART -AND-**Barbara Baker** (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Serve as a Mentor Teacher for Turlock instructor, Michael Baker, to complete the CTE credential process by October 1, 2017.
 - Follow the LA County Office of Education (LACOE) Mentor Role and Responsibility procedures.
 - Meet all required deadlines for the LA County Office of Education (LACOE) CTE credential program.
 - Work with the Assistant Director of Adult Programs (via email, phone and in-person) to ensure teacher participant is on track with CTE course objectives and goals.

Term of Agreement

2. The term of this Agreement will remain in full force and effect until **September 30, 2017**, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 4. The service provider will be paid \$125 per month pro-rated for 10 months (December 1, 2016 – September 30, 2017) for a total of \$1,250. Days worked will be mutually agreed upon by both parties and noted on the Mentor Roles and Responsibilities Contact Log.
- This compensation will be payable upon completion of the agreed to services in two installments: 1) 7 months (\$875) due on June 30, 2017 and 2) 3 months (\$375) due on September 30, 2017.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

 In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required/mandated training, conference, etc. including out of pocket expenses such as lodging and transportation. – N/A

Reimbursement of Expenses

 The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses. – N/A

Confidentiality

9. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

10. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Ownership of Materials

- 11. All materials developed, produced, or in the process of being so under this Agreement will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 12. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

13. Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

14. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

15. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the

Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

<u>Notice</u>

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. Eden Area ROP 26316 Hesperian Blvd., Hayward, California, 94545 Fax Number: 510-293-8325
 - b. Barbara Baker
 2470 Acme Court
 Turlock, CA 95380
 (209) 595-5151

or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

21. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

22. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Enurement

23. This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

24. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

<u>Titles/Headings</u>

25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

<u>Gender</u>

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

27. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

<u>Severability</u>

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

<u>Waiver</u>

29. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

30. Service Provider is responsible to pay their own taxes. Customer (Eden Area ROP) will issue a 1099 at the end of the year.

SIGNED AND DELIVERED in the presence of

Barbara Baker

Date

Stefanie Bradshaw Assistant Director of Adult Programs Eden Area ROP Date

Communications





L. Karen Monroe Superintendent

BOARD OF EDUCATION

Joaquin Rivera Trustee Area I

Amber Childress Trustee Area 2

> Ken Berrick Trustee Area 3

Aisha Knowles Trustee Area 4

> Fred Sims Trustee Area 5

Eileen McDonald Trustee Area 6

Yvonne Cerrato Trustee Area 7

313 W. Winton Ave. Hayward, California 94544-1136

(510) 887-0152

www.acoe.org

Lisa Brunner, President Board of Education Eden Area ROP 26316 Hesperian Blvd. Hayward, CA 94545

May 1, 2017

RE: 2016-17 Second Interim Report

Dear President Brunner:

In accordance with Education Code Section 42127, we have examined the Second Interim Report of Eden Area ROP for fiscal year 2016-17 to determine if it complies with the Criteria and Standards adopted by the State Board of Education, and if it allows the District to meet its financial obligations during the current and subsequent two fiscal years.

Based on our review and analysis, we are satisfied that the Second Interim Report approved by the ROP's Governing Board on March 2, 2017 accurately reflects the financial status of the ROP and is consistent with the State's Criteria and Standards. We therefore concur with the ROP's positive certification with our comments/concerns outlined below.

Deficit Spending

The ROP anticipates deficit spending in the General Fund of \$878K for 2018-19. In addition, the ROP includes expenditure reductions to salaries totaling \$191K in 2017-18 and \$215K in 2018-19, due to the elimination of specific grant programs. Although the ending fund balance can support this level of spending over the short term, we encourage the ROP to continue to monitor its programs and plan for expenditure reductions and/or revenue enhancements to be sustainable in the long term.

Importance of Maintaining Adequate Reserves

Adequate reserves are a critical safeguard against future financial challenges. As the ROP prepares the budget for 2017-18, we strongly encourage the ongoing maintenance and growth of a healthy reserve balance.

As pension costs continue to rise, and as the state considers a partial deferral of June's apportionment, sufficient reserves will continue to play an important role in the fiscal stability of all LEAs. Accordingly, we recommend careful and cautious planning for the upcoming year, especially considering the various state and national economic uncertainties.

Other Issues

The ROP will need to stay informed of the possibility of their participating districts exercising flexibility with the ROP funds. It is important that the ROP maintain strong communication with the member districts to assess any possible reduction in the ROP's revenue stream.

We want to acknowledge and express our appreciation to Marites Fermin and the ROP staff, the Governing Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,

L. Karen Monroe, Superintendent Alameda County Office of Education

LKM:nz

cc: Board of Education, Eden Area ROP Linda Granger, Superintendent, Eden Area ROP Marites Fermin, Business Manager, Eden Area ROP Craig Lang, Director, Eden Area ROP Jeffrey B. Potter, Interim Chief Business Officer, ACOE Natalie Zaderey, Director, ACOE