

GOVERNING BOARD MEETING AGENDA

Thursday, May 4, 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.



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

Date: Thursday, May 4, 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 April 6, 2017 (pages 4-12)
- B. Request the Governing Board to approve the Bill Warrants (pages 13-17)

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- C. Request the Governing Board to approve the Listed Donations-Maren Gianni (page 18)
- D. Request the Governing Board to approve the Contract with John Peters as a Consultant for the First Responders Program for the 2017-2018 School Year (pages 19-25)
- E. Request the Governing Board to approve the Agreement with Fresno County Office of Education to provide Direct Support Professional Training for the 2017-2018 School Year (pages 26-34)
- F. Request the Governing Board to approve the Lease Agreement with Hayward Unified School District 2017-2022 (pages 35-38)
- G. Request the Governing Board to approve the MOU with Alameda County Office of Education Network Services for the 2017-2018 Fiscal Year (pages 39-45)
- H. Request the Governing Board to approve the Superintendent's Application to the California Education Policy Fellowship Program (pages 46-52)

VII. Information Items

A. CDE Course Review-Culinary Science (pages 53-54)

VIII. Action Items

- A. Request the Governing Board to approve the adoption of Resolution 7-16/17: Day of the Teacher (pages 55-56)
- B. Request the Governing Board to approve the adoption of Resolution 8-16/17: Classified Employees Week (pages 57-58)
- C. Request the Governing Board to approve the adoption of Resolution 9-16/17: Temporary Borrowing Between Funds (pages 59-60)
- D. Request the Governing Board to approve the adoption of Resolution 10-16/17: Year End Budget Transfers of Funds (pages 61-62)
- E. Request the Governing Board to approve the adoption of Resolution 11-16/17: Authority to Sign Contracts for the 2015-2016 Fiscal Year (pages 63-64)
- F. Request the Governing Board to approve the adoption of Resolution 12-16/17: Delegation of Powers to Agents for the 2015-2016 Fiscal Year (pages 65-66)
- G. Request the Governing Board to approve the Revised Administrative Support Specialist Job Description (pages 67-71)
- H. Request the Governing Board to approve the Agreement with Gustavo Vega as a CCTC Teacher Consultant for the 2017-2018 School Year (pages 72-78)

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- I. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2017 Summer (pages 79-85)
- J. Request the Governing Board to approve the Contract with Birch for Electrical Training Program Network for the 2017-2018 Fiscal Year (pages 86-87)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XI. 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

XII. 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

XIII. Adjournment

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board April 6, 2017

I. Call to Order

Trustee Lisa Brunner, called the meeting to order at 5:35 p.m. on Thursday, April 6, 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 Present:

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

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Sheila Lawrence Assistant Director of Offsite Programs
Stefanie Bradshaw Assistant Director of Adult Programs

Marites Fermin Business Manager Evan Goldberg Grant Coordinator

ROP Staff in Attendance:

Rick Charles Marketing Program Instructor
Christina Charlton Marketing Program Instructor

Gabriela Juarez Superintendent's Administrative Assistant

Deborah Maynard Marketing Program Instructor

Lance McVay BADA Academy Instructor, San Lorenzo High School

Audra Muñoz Career Counselor
Robert Remely Technology Coordinator
Romy Shivers Marketing Program Instructor
Michelle Stephens Marketing Program Instructor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Lezel Legados led the Pledge of Allegiance.

IV. Mission Statement

Joshua Dandan read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Peter Oshinski moved to approve the agenda. Trustee Janet Zamudio seconded the motion. By the following vote, the agenda was approved.

AYES: 4 (Brunner, Oshinski, Theodore Zamudio)

NOES: 0
ABSTAIN: 0
ABSENT: 0

VI. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as Students of the Month for April 2017:

Joshua Dandan Arroyo High Marketing Economics Alyssa Sincioco San Lorenzo High Business Ownership

Lezel Legados Hayward High Business Economics & Finance

Jenny Urangoo Batchuluun San Leandro High Marketing Economics Aditi Gupte Castro Valley High Sports Marketing

Audra Muñoz introduced the instructors, who presented their students to the Governing Board. A framed Certificate of Achievement was presented to each student by their district Governing Board representative. Each student was given an opportunity to introduce their family and say a few words. The families and students were welcomed to a short reception in the small conference room.

VII. Consent Calendar

Trustee Janet Zamudio moved to approve the Consent Calendar with the exception of items F and G that were pulled for discussion and moved to be approved as separate items under consent:

- A. Approve the Minutes of the Regular Governing Board Meeting of March 2, 2017
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Listed Donations-Ben Ramirez
- E. Approve the Quarterly Report on William Act Complaints and Resolutions
- F. Approve the Contract with the DSP Training Proctor (Cindy Christovale) for the 2017-2018 School Year
- G. Approve the Contract with the DSP Training Proctor (Abraham Hill) for the 2017-2018 School Year

Trustee Peter Oshinski seconded the motion.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

F & G. Request the Governing Board to approve the Contracts with the DSP Training Proctors (Cindy Christovale & Abraham Hill) for the 2017-2018 School Year

Trustee Lisa Brunner requested to pull items F & G, the contracts for the DSP training proctors. Trustee Brunner inquired why there are two DSP contracts. She also asked about the rate. Superintendent Granger explained the ROP has two instructors that provide the classes at two different locations. Cindy Christovale provides classes in Hayward and Abraham Hill provides them in San Francisco. DSP classes only run if there is enough enrollment. Students sign up online and the rate paid to the proctor is per pupil. Superintendent Granger went on to give history of the DSP program. The State had a need to have consistent and uniform training for direct support services that are provided in the variety of health care settings such as assisted care facilities. The State put ROPs in charge of running the program. However, two years ago to cut down on overhead costs the State regionalized the DSP program into 4 regions. The ROP fell under the Fresno region ran by the Fresno County Office of Education. FCOE wanted to continue to contract with us. Instead of contracting directly with the State we now contract with FCOE.

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Janet Zamudio, the Governing Board approved items F and G.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

VIII. Information Items

A. CDE Course Review- Video Production/Advanced Video Production

Lance McVay reported on the Video Production and Advanced Video Production classes. These classes are offered at San Lorenzo High School as part of the Bay Area Digital Arts (BADA) Academy and are classified as a Smaller Learning Community (SLC), California Partnership Academy (CPA) and an Eden Area ROP class. The courses are also UC a-g approved and are articulated for college credit with Ohlone College.

The BADA academy has a film studio funded by a multi-million dollar grant. The film studio is state of the art and has been designed by the same architect that designed Google's film studio. Mr. McVay reported that no other high school or college has a facility like the one at San Lorenzo High School. Students produce short films that they showcase at their annual film festival at Bal Theatre. Guest speakers who have come to present have been so impressed with the facilities that they have offered internships to the students.

Mr. McVay reviewed the structure of the classes. The BADA academy is structured as a 3-year academy. Students must start the academy as sophomores. In 10th grade they take Video Production, 11th grade Advanced Video Production and 12th grade Media Arts.

Mr. McVay shared that a new video teacher, Kevin Johnson, had been hired. Interestingly, he is a former San Lorenzo High School student who took the first video class offered on campus. Upon graduation, he went to college and eventually started his own company, North Star Media Group. When he heard that an opening was available at the high school he jumped at

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the chance to give back to the school and program he said changed his life. He will only be teaching one section. He is also offering students internships and job shadowing. Through this relationship students have had opportunities to have several work based learning experiences.

The students have three onsite mentors that they constantly work with: Kevin Johnson, BADA teacher and professional producer, director and camera operator; Charles Brown, BADA studio engineer and IT at UC Berkeley; and Renz Adaya, BADA studio engineer, AV Technician at KRON TV and SF Academy of Arts. Trinh Dihn is BADA alumni that now works as a Digital Media Technician at CSUSMB who also provides mentorship to students.

Students work-based learning experiences include excursions to: Google, Pandora Music, Youth Radio, challenge courses, college visits, Pixar, Disney Family Museum, Cinemark Theaters and DTC Grip & Electric. They also job shadow to work on films onsite and with industry partners.

B. Technology Plan Update

Mr. Robert Remley, Technology Coordinator, reported on the ROP's technology plan.

The three-year Eden Area ROP technology plan has been constructed as a sequenced approach, with the proposed improvements in years two and three dependent upon improving the foundation of the network in the first year. The primary focus of this plan is to increase the bandwidth of the network as required to accommodate the construction of a new computer lab hosting thirty units, expand and enhance our wireless infrastructure to ensure secure network access for all stakeholders, support the proposed year-two implementation of a VOIP system, and incorporate emerging technologies such as interactive learning modules and distance learning into the curriculum with minimum lead times in order to keep the ROP an attractive option for students by offering cutting-edge programs that reflect modernized, real-world work environments.

Superintendent Granger asked that the Board move up information item E to follow the technology plan update since there were students presenting.

C. DECA Conference Update

Sheila Lawrence, Assistant Director of Offsite Programs, presented information on the DECA competition. She reviewed some of the previous competition statistics. The Norcal competition took place in January in San Ramon. One hundred fifty ROP students from all four school districts participated. The State competition took place March 2-5. Over 2,500 students across the state participated. One hundred ROP students from all four school districts participated. Students who excelled in their competitive events qualified to compete in the upcoming International DECA competitions that will be held April 25-30. Hundreds of delegates are representing California. Of those representatives there are 5 eligible ROP students. Mrs. Stephens introduced Christopher Kusumonegoro, a junior at Castro Valley High School, to share his experience in the DECA competition. He will be participating in the international competition and he discussed the preparation for the competition. Mrs. Maynard introduced her 2 students Aaron Brown and Shahir Ali who will be attending ICDC. Aaron shared that this is his second year in DECA and how being part of DECA has improved his academic experience and his excitement about competing. Shahir Ali has been in DECA for 3 years. He has taken on a leadership role in the program. He shared how DECA has changed his

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life and attributes his acceptance into a private university on the growth he has experienced in DECA.

D. Career Counselor Report

Audra Muñoz presented to the Board about her role as the Career Counselor. The goal of the position is to provide support to the students of the Eden Area ROP through a variety of services. She serves as a liaison with home school counselors and case managers to ensure students are receiving the necessary support. This support includes students with IEPs and 504 Plans. She provides students with social and emotional as well as academic counseling. In alignment with the mission of ROP, Mrs. Muñoz supports students with their exploration of post-secondary options by way of the continued partnership with Chabot College through the participation in Early Decision as well as the CLPAT (Counselor Local Pathway Action Team).

Mrs. Muñoz coordinates the ambassador program which is an honorary group of students who represent the Eden Area ROP and serve as the ROP student government. Part of the criteria used to select student candidates include being in good academic standing and exhibiting leadership in the classroom. The ambassador program enhances these students' learning experience by giving them opportunities to attend monthly meetings; serve as tour guides on the sophomore tours; help promote ROP school spirit; promote ROP at the middle schools; attend ROP events at the high school campuses; give presentations at Counselors Luncheon and participate at the Showcase. For the current school year, there are 38 ambassadors.

Mrs. Muñoz provides counseling support services through a proactive approach by the way of classroom observations and working with instructors early to identify students who are struggling and are in need of additional support. She provides individual and group counseling, social and emotional counseling, academic counseling and college and career counseling.

This year a new student sign-in system was implemented using an iPad and Google form. Any time students come into the Educational Services department, they log in and select a reason for their visit. Between September and April, over 200 students have come into Educational Services for support. Seventy-seven percent of those visits were to seek support with college & career, social and emotional, as well as academic support.

Next, Mrs. Muñoz discussed students with Individual Education Plans (I.E.P.'s) and 504 Plans. She reported that over 150 students attending ROP have an IEP or a 504 plan. Her main focus was communication with the home school counselor and case managers to ensure accommodations are received and distributed to ROP instructors. She continues to provide support by running quarterly reports to identify students' needs and additional support in attendance and grades. She also reaches out to the department heads to build relationships by attending Special Education Department meetings at the home schools. Through these relationships she was able to arrange the first annual case manager tour. Eighteen case managers were in attendance.

She also shared information about Chabot College early decision. The Early Decision Program is geared for high school seniors who want to attend Chabot College. Space is limited to just the first 500 seniors who sign up. Students who are accepted into Early Decision are given priority registration and receive additional support with the registration process. Sixty-five students registered on February 1st at ROP and of those students, sixty-four took the ELA & Math assessment later that month.

Last year, Mrs. Muñoz, piloted a Career Exploration and 4 Year Planning program just for ambassadors and this year she was able to expand it campus wide. The goal of this program is to give students the necessary tools to explore careers while discovering the strengths and skills they already possess that will help them in their chosen career. Using the website CaCareerZone.org, students take an interest survey to discover what careers meet their current interests and skills. A large part of the program will focus on discussion around their results, career choices, and possible obstacles they may face while pursuing their career. Focusing on self-efficacy students will gain an understanding that they do have control of their future. Students will learn how to set goals as well as strategies to assist them through the obstacles they may face while working towards their career. Depending on their chosen career path students will work on a 4 year plan. Students will develop goals that they will work towards each year in an effort to obtain their chosen careers.

Looking forward, her goals for the next school year are to begin career exploration session 1 in the fall and session 2 in the spring to continue 4 year career pathway plan, collect data and track progress. She plans to reach out to middle school counselors regarding career exploration. Mrs. Muñoz wants to facilitate a FAFSA workshop. Lastly, she will plan an early decision Chabot College tour and continue to support ROP instructors with CATEMA.

E. Midyear Review of the Superintendent's Goals

Ms. Linda Granger, Superintendent, updated the Board on the progress of her 4 overall goals that were jointly developed with the Board. She had four overarching goals and several items within each of those goals to help accomplish them.

Goal one is to provide promotion and outreach regarding ROP features and benefits to all stakeholders. She maintains and strengthen partnerships with business and industry, focusing on the competitive advantage ROP provides students in terms of meeting their educational goals. Superintendent Granger is on the NFTE national advisory board to help develop their entrepreneurship pathway because currently it is not a pathway it is a one year course. The ROP will be piloting the NFTE pathway next year in several of our classes. She has grown the advisory meetings from one to two meetings; one in the fall and the other in the spring. Incorporated into the advisory is now the Business Persons of the Year ceremony. She continues to grow the partnerships with Hayward Fire Department, Chabot College, Cal State East Bay, ABC Nor Cal, and all three chambers of commerce. Also, under this goal she continues to provide outreach efforts to potential students by highlighting the benefits of ROP programs by revising sophomore tours, tabling events, coordinating manufacturing day and health careers day. We have also added a Digital Media Showcase. Staff has changed the open house to a Spring Showcase where students do presentations on what they have learned in the program versus teachers presenting to parents. Staff continues to develop outreach opportunities at the middle school level for all partner districts through participating at middle school career days and expanding the summer program to 3 districts. Staff promotes programs through principals' breakfast, counselors' luncheon, coordinating council, meeting with case carriers to identify placement, meeting with registrars and careers techs. As a result of being part of the CPT and HPN grant ROP gets a lot of exposure and staff frequently gets asked to present on work based learning and CTE. Superintendent Granger is the CAROCP coastal regional coordinator. Staff also created an annual report highlighting programs. Superintendent Granger continues to build support among community stakeholders as advocates for ROP through presentations at local service organizations like the San Leandro

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and Hayward Rotary Clubs and the San Leandro Kiwanis Club. She increases the connection and collaboration among staff and stakeholders through the CPT grant, pathway meetings by industry sectors, ROP student showcase and professional development opportunities for teachers at the JPA districts.

Goal two is to ensure curriculum and instruction is responsive to current academic and industry needs. Given the state expectation that every program leads to industry recognized certifications, a-g qualification, and/or articulation with community colleges we've been working to make sure to make sure we have at least one of those elements in our programs. Currently in our Auto Refinishing program we are working on ICar certification. In Auto Technology staff is in process of getting NATEF certification. The Dental program now receives a national certification. The ROP also has 28 additional articulation agreements in progress. Superintendent Granger would like to explore the creation of a middle college program in partnership with Chabot College. In an attempt to effectively lead the efforts outlined in the Eden Area CPT grant to develop pathways among our four partner districts staff coordinates multiple groups to further the goals of the grant such as the Dream Team, LPAT, WBL committee and the Middle School team. The ROP is working on creating Engineering and Entrepreneurship pathways. Superintendent Granger monitors current labor market trends to ensure that the programs we provide are aligned with industry needs and adjust program offerings if needed. Staff continues overseeing grant programs and working with advisory committees to ensure program focus remains relevant to industry needs. Also, the ROP is working collaboratively with the adult school programs to expand and strengthen our offerings for adult students.

Goal three is to develop a system of effective communication among all staff, district partners, ROP governing board that focuses on the benefits provided to students. This goal is being accomplished through her continued effort to communicate local, state and national budgetary issues to all staff and stakeholders. She ensures presentations at board meetings are all appropriately prepared, timely, and presented in a professional manner. She provides regular communication through board member updates sent monthly to the board regarding issues that pertain to the ROP and CTE. Through program evaluations, staff utilizes data to inform decision making regarding programs. Staff looks annually to enrollment trends, Perkins data and student feedback surveys to provide data to all staff and partners as relevant to support decision making process. The Superintendent provides the coordinating council special populations' enrollment, WBL and pathway completion. Through committees, department meetings and staff meetings the opportunity is provided to give timely and effective feedback to staff at all levels. Superintendent Granger monitors enrollment trends to provide proportionality among the four districts.

Goal four is to analyze operational procedures to improve efficiency and effectiveness. The Superintendent along with the Personnel Coordinator with the input of staff are reviewing and revising job descriptions to reflect current work load. Staff is also in the process of revising the current observation and evaluation forms to reflect current state standards. In terms of a facilities renovation schedule to systematically upgrade classes to current industry standards, the goal is to try and complete one to two classes per year. First Responders, Medical and Automotive classrooms have been completed and Criminal Justice and the Electrical program are in progress. Superintendent Granger is exploring partnering with Hayward Unified in applying for CTE facilities funds should the statewide facilities bond measure pass in November. Administrators continue to work collaboratively with the districts to develop a long term plan for bussing and leasing the center property. Staff is in progress of implementing the next phase

of the technology plan to support the efficiency of all aspects of our organization.

IX. Action Items

A. Request the Governing Board to approve the adoption of Resolution 6-16/17: Recognition of Safe Haven School District

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 6-16/17: Recognition of Safe Haven School District with the revision to the typos from San Lorenzo to Eden Area ROP.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

X. Superintendent's Report

Linda Granger shared the flyer for the showcase. The flyer is mailed to all sophomores who attended the tour and expressed their interest so that their parents have the opportunity to see the programs in action. She extended an invitation to the Board.

She gave the Board the save the date for the Student Award Ceremony and asked if they could be on stage to hand out awards to the students.

Superintendent Granger wanted to highlight her discussions with the Coordinating Council that the ROP is going to move forward next year to provide support to all CTE teachers on all high school campuses not just a subset. This will be a significant shift, we will go from supporting 34 teachers to 75.

XI. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Janet Zamudio, San Lorenzo USD alternate, reported that the Helen Randall has resigned from the San Lorenzo Governing Board and a new board member will be appointed on Tuesday at 6:00 pm. The San Lorenzo School District had a presentation on proposed pathways based of the NGSS science standards. Her concern was the potential impact on 2 groups of students that included ROP students and students with special needs. The Board will be taking a pause on 3 year integration. She also requested the board try to rally as many board members from their districts and extend the invitation to teachers to attend the ROP showcase on April 26th. She felt that it was important for all stakeholders to see the value that ROP has.

Lisa Brunner, Hayward USD representative, requested an ROP a-g course list.

IV. Recess to Closed Session

The meeting was called into closed session at 7:35 pm

- A. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Public Employee Discipline/Dismissal/Release/ Hiring (Pursuant Government Code Section 54957)
- V. Reconvene to Open Session and Report any Action taken in Closed Session

The meeting resumed to open session at 7:45 p.m.

A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

No action was taken

B. Public Employee Discipline/Dismissal/Release/ Hiring (Pursuant Government Code Section 54957)

No action was taken

XII. Adjournmen	II.	Adi	ournm	ent
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The meeting was adjourned at 7:46 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent	
Clerk to the ROP Governing Board	



DATE: May 4, 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 March 22, 2017 through April 7, 2017 and include test warrant numbers and voided warrants.

ZEdenAreaROP

DATE: May 4, 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-Maren Giannini

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Maren Giannini donated nuts, bolts, taps, dies and drill bits to the Eden Area ROP Construction Program.

A letter of acceptance will be sent to all donors.

FISCAL IMPACT SOURCE

<u>FUNDING</u>

Not applicable

Not applicable



DATE: May 4, 2017

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with

John Peters as a Consultant for the First Responders Program

for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP's First Responders Program has a strong curricular focus on preparation for the EMT field. Additionally, the teacher has worked with the Hayward Fire Department to provide support to students on the fire science side of the program. Other ROP programs typically have two teachers, one who focuses on EMT and one who focuses on fire science.

CURRENT SITUATION

In order to further develop and strengthen our partnership with the Hayward Fire Department, we are renewing our contract with retired firefighter, John Peters, to continue developing the fire science portion of the curriculum within our First Responders program. Toward this, he will continue to provide support regarding creating functional classroom space, work collaboratively with the teacher to modify the curriculum to include fire science standards, and provide instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2017-2018 school year

BETWEEN

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

OF THE FIRST PART

-AND-John Peters (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:
 - Classroom design conducive to fire science instruction
 - Recommendations regarding equipment purchases and donations for effective instruction
 - Collaboratively modify the First Responders curriculum to include fire science standards in partnership with the classroom teacher, Chabot and Hayward Fire Department.
 - Providing instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until June 30, 2018, 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 \$337.50 per day worked (45/per hour) for a maximum of 85 days. Days worked will be mutually agreed upon by both parties.
- 5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. 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. 2. Customer (Eden Area ROP) will reimburse \$45 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse for administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

8. 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.

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.

Notice

- 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. John Peters2576 Early Rivers Ct., Union City, California, 94587

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.

Titles/Headings

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

Gender

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.

Severability

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.

Waiver

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		
John Peters	Date	
Craig Lang, Director Eden Area ROP	Date	



DATE: May 4, 2017

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs

SUBJECT: Request the Governing Board to approve the Agreement with

Fresno County Office of Education to Provide Direct Support

Professional Training for the 2017-2018 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program through 35 participating Regional Occupational Centers and Programs (ROCPs). The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets in order to become certified.

CURRENT SITUATION

Effective last fiscal year; the state has decided to consolidate the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. FCOE is interested in contracting with Eden Area ROP to continue to provide services within our area.

Fiscal Impact:

Up to \$130,000 in additional gross revenue to Eden Area ROP.

COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this Signed Agreement (FCOE Legal use only):_____

COVER

Program/Event: Direct Support Professional Training (DSPT)

AGENCY

Eden Area Regional Occupational Program (ROP) ("Agency")

Attn: Linda Granger, Superintendent

26316 Hesperian Boulevard

Hayward, CA 94545

Phone: (510) 293-2901 Email: lgranger@edenrop.org

FCSS

Fresno County Superintendent of Schools ("FCSS")

Attn: Valerie Vuicich, Administrator

Dept.: Career Technical Education / Fresno ROP

Fresno County Office of Education 1318 E. Shaw Avenue, Suite 420

Fresno, CA 93710

Phone: (559) 497-3850 Email: vvuicich@fcoe.org

ADDRESS FOR INVOICE: All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van

Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date": July 1, 2017 "Termination Date": June 30, 2018	Ground for Termination (mark one): With cause X With or without cause
	"Notice Period": At least 30 days before the effective date of termination of this Agreement

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

WHAT SERVICES WILL AGENCY PROVIDE: Agency shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to implement an effective DSPT program in the East Bay Regional Center Catchment area. Agency shall:

- 1. Provide FCSS with a 2017-18 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
- 2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
- 3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2017-18 DSPT Training and Challenge Test schedules;
- 4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
- 5. Participate in DSPT State mandated trainings;
- 6. Participate in regional DSPT advisory meetings;
- 7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

WHEN WILL AGENCY PROVIDE THE SERVICES (mark one and complete as indicated):

- _ DATE DETERMINED Agency will perform the Services on (state specific date(s)):
- X DATE TO BE DETERMINED The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be: between July 1, 2017 and June 30, 2018.

WHERE WILL AGENCY PROVIDE THE SERVICES (state full address): 26316 Hesperian Blvd., Hayward, CA 94545

FULL NAME OF AGENCY STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively "Services") include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

WHAT SERVICES WILL FCSS PROVIDE: FCSS shall adhere to the rules and regulations stipulated in the Direct Support Professional Training (DSPT) Procedure Manual issued by the California Department of Education (CDE), Department of Developmental Services (DDS) to administer an effective DSPT program in the East Bay Regional Center Catchment area. FCSS shall:

- 1. Facilitate regional DSPT advisory meetings;
- 2. Conduct annual evaluations of the DSPT program according to the methods developed by DDS and described in the DSPT Procedure Manual:
- 3. Assure that eDSPT (online registration and certification system) has current information on trainers, training and testing schedules, and training locations;
- 4. Participate in periodic evaluations of the DSPT program as directed by DDS.

WHEN WILL FCSS PROVIDE THE SERVICES (mark one and complete as indicated):

- _ DATE DETERMINED FCSS will perform the Services on (state specific date(s)):
- X DATE TO BE DETERMINED The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, such date(s) to be: between July 1, 2017 and June 30, 2018.

WHERE WILL FCSS PROVIDE THE SERVICES (state full address): 1318 E. Shaw Avenue, Suite 420, Fresno, CA 93710

FULL NAME OF FCSS STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

REQUIRED DOCUMENTS. Each document that is marked as required ("Required Document") shall be provided in accordance with the following:

- ☑1. PAYMENT DOCUMENT. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.5.1).
- ■2. PROOF OF INSURANCE. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- _3. FINGERPRINTING CERTIFICATION FROM AGENCY. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification ("Fingerprinting Certification") before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- _4. TB CERTIFICATION FROM AGENCY. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY	FCSS
By:	Ву:
Print Name: Stefanie Bradshaw	Jim A. Yovino, Superintendent
Title: Assistant Director of Adult Programs	or Authorized Designee
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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Services and Obligations

Article 2 Payment

Article 3 Term and Termination of Agreement

Article 4 Insurance

Article 5 Indemnity

Article 6 Dispute Resolution

Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agreed to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "Work"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 RECORDS AND INFORMATION.

- 1.5.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.
- 1.5.2 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "Confidential Materials") are provided to or created by a Party for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as a Party, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are

safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT. Payee shall submit an itemized invoice and supporting documentation to Payor, addressed as stated on the Cover, before Payee may receive any payment, if any is due to Payee under this Agreement. The Payment Schedule, as marked on the Cover and stated here, shall apply to Payor's payment of the Contract Amount to Payee: (A) *Payment Schedule 1 or 2* – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) *Payment Schedule 3* – Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, *all* Services required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services, the date on which all Services were completed, and the payment requested; and (C) *Payment Schedule 4* – Payor shall pay Payee in accordance with the provisions stated on the Cover relating to Payment Schedule 4.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) With Cause A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.
- 3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Fingerprinting Certification; (B) Agency is required as stated on the Cover to but fails to provide to FCSS or comply with the Tuberculosis Certification; or (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement and/or FCSS' performance of this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement and/or to fund FCSS' performance of the Services required of FCSS under this Agreement.
- 3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. After termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement, Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. Before Payee receives any such payment, Payee shall submit to Payor an itemized invoice and supporting documentation for such Services. Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested. Upon making such payment to Payee, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the

Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by a Party, then also covering the Party's owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee from Payor; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, *if to FCSS, a copy of any notice and demand by email to*: FCOE Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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DATE: May 4, 2017

TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Lease

Agreement with Hayward Unified School District for 2017-

2022

BACKGROUND

The current lease agreement between the Eden Area ROP and Hayward Unified School District expires on June 30, 2017. HUSD owns the property used by the Eden Area ROP to run our center programs.

CURRENT SITUATION

The attached contract reflects the new lease agreement between the Eden Area ROP and Hayward Unified School District from July 1, 2017- June 30, 2022. The termination date of June 30, 2022 for the new lease agreement is consistent to the end date of the current Joint Exercise of Powers Agreement as signed and agreed by the member districts.

LEASE AGREEMENT BY EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND THE HAYWARD UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY

This lease made and entered into as of the lst day of July 2017 by and between HAYWARD UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, hereinafter referred as "LESSOR," and EDEN AREA REGIONAL OCCUPATIONAL PROGRAM, or JOINT POWERS AGREEMENT, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as 'LESSEE."

AGREEMENT

In consideration of the mutual covenants and agreements herein contained, this LESSOR does hereby demise and lease unto the LESSEE the following described property:

All that portion of real property and improvements, located at 26316 Hesperian Boulevard, Hayward, California 94545, thereon situated in the County of Alameda, State of California, commonly known as the REGIONAL OCCUPATIONAL CENTER and made a part thereof.

- 1. The term of this lease is for a period of one (5) year commencing on the 1st of July 2017 and ending on the 30th day of June 2022.
- 2. RENT shall be paid annually in the amount of 1% of prior year's funding of the ROP Joint Powers Agency through the state-established Local Funding Formula (LCFF) based upon the block grant funding maintenance of effort established in the 2012-13 school year plus an annual increase based upon the Cost of Living Adjustment (COLA) average of all four member districts starting 7/1/2017. It shall be paid prior to July 30th of every fiscal year.
- 3. LESSEE shall use the leased premises during the term hereof exclusively for educational purposes. LESSEE shall have the full right of occupancy and enjoyment of said real property located here on during the term of this lease; except that the LESSOR shall have the right to enter on said premises at reasonable time for the purpose of inspecting same and for the purpose of carrying out its obligations under this lease and agreement.
- LESSEE shall pay for utility services, including, but not limited to, gas, electricity, telephone, sewage, garbage, water, and similar services used by LESSEE while occupying said leased premises.
- 5. LESSEE shall not make alterations, additions, or improvements on the premises without first obtaining the written permission of the LESSOR. All alternations, additions, and improvements that shall be made at LESSEE's expenses, shall become LESSOR's property, and shall remain on and be surrendered with the premises as part thereof at the termination of this lease. Nothing contained in this paragraph shall prevent LESSEE from removing all office machines and equipment installed in said leased premises by LESSEE.
- 6. LESSEE shall not commit waste on the premises demised herein, nor maintain, commit, or permit the maintenance or commission of a nuisance thereon, and shall maintain the buildings and grounds

in a neat, clean, and sanitary condition free from litter. Nor shall LESSEE use such premises for an unlawful purpose. LESSEE shall bear all cost for custodial services. LESSEE shall conform to all applicable laws and ordinances respecting the use and occupancy of the property leased herein relating to matters not covered elsewhere, provided that LESSEE shall not be required to make alterations, additions, or improvements to such premises in order to conform therewith.

- 7. LESSEE has the responsibility for all routine maintenance costs on buildings and grounds, including labor and materials.
- 8. LESSEE agrees to maintain and return buildings and grounds to the LESSOR, at the termination of this lease, in as good a condition as when accepted, normal wear and tear expected.
- 9. In the event all or any portion of said leased premises shall be damaged by fire or other casualty not occasioned by the act or fault of LESSEE, the lease is not thereby terminated, but the payments of any, called for by this lease shall be apportioned according to percentage of loss of use. Percentage shall be calculated on square footage ratio.
- 10. LESSEE agrees to maintain during the period of this lease, at its sole cost and expense, public liability insurance on LESSEE's operations in sum of not less than Five Million Dollars (\$5,000,000) per occurrence or any aggregate; automobile bodily injury liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence. The certificate shall verify that said policies have named as additional insured that Hayward Unified School District of Alameda County, State of California, and its Board of Education; its officers and employees. The insuring company shall be required to give thirty (30) days written notice of cancellation to the Hayward Unified School District. In addition to said insurance, LESSEE shall provide evidence of fire insurance coverage for all structures of said leased premises.
- 11. LESSEE shall bear costs of the operation of an intrusion, fire heat detection, security alarm system monitored 24/7 and reimburses LESSOR for such services provided by LESSOR up to \$6,500 per year. LESSOR'S security force will be used to respond to any alarms.
- 12. LESSEE shall not sell or assign this lease or any part thereof or any interest therein, in whole or in part without consent of LESSOR. LESSEE may not sublet any of the premises under this lease without the express authorization of the LESSOR. This lease shall be assigned by operation of law. Any attempt to sell, assign, or sublease shall be deemed a default by LESSEE entitling the LESSOR to reenter and take possession of the premises as herein provided.
- 13. In the failure of LESSEE to fully keep and perform any of the terms covenants and conditions of the lease, then at the option of the LESSOR, the lease and all rights and privileges thereby granted to the LESSEE, after a thirty (30) day make good period of time has expired. LESSOR shall have the right to reenter said property and take immediate possession thereof and exclude said LESSEE there from. The foregoing rights of the LESSOR are in addition to any and all other legal rights which may be exercised by it in the event of a breach of any-of terms, covenants and conditions of the lease by LESSEE and to recover from LESSEE all sums owing and unpaid. If any legal action is filed to recover reasonable attorney's fees, to be fixed by the court and costs incurred in said action.
- 14. This lease agreement may be terminated at the end of any fiscal year ending June 30th by either party giving written notice of at least one year prior to the date of termination.

15. All notices to be given under this lease shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, to the party to be notified at the address set forth below:

EDEN ARE REGIONAL OCCUPATION PROGRAM 26316 Hesperian Boulevard Hayward, California 94545

HAYWARD UNIFIED SCHOOL DISTRICT 24411 Amador Street P.O. Box 5000 Hayward, California 94540

- 16. LESSEE reserves the right to renew the lease for successive period of five (5) years with the mutual consent of the LESSOR. LESSOR reserves the right to review the terms in (5) five years and negotiate and modify the terms and conditions of the Agreement with the ROP JPA.
- 17. It is understood by the parties that if this lease, or any authorized sub-lease, creates a possessory interest subject to the payment of property taxes, such taxes shall be the responsibility of LESSEE or sub-LESSEE and not of LESSOR.

ALAMEDA COUNTY (LESSOR)

By: ______

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM (LESSEE)

By: _____

HAYWARD UNIFIED SCHOOL DISTRICT OF

Hayward Unified School District
Board Approved: 4517



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 Network Services for

2017-2018 the Fiscal Year

BACKGROUND

Each year the Eden Area ROP contracts with Alameda County Office of Education Network (hereinafter ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance thereof.

CURRENT SITUATION

The attached MOU reflects the new agreement between the Eden Area ROP and Alameda County Office of Education Network for connection service to the statewide K-20 network (K12 High speed Network) and related maintenance support for the 2017-2018 fiscal year.

CONSENT CALENDAR



Memorandum of Understanding for Access Plus Service

7/1/2017 to 6/30/2018

This agreement is between Eden ROP (hereinafter Client) and Alameda County Office of Education Network (hereinafter ACOENet) for connection service to the statewide K-20 network (K12 Highspeed Network) and related maintenance and support. Client wishes to contract with ACOENet for connection service to the K12 Highspeed Network (K12 HSN) and ACOENet is willing to supply the connection to Client. ACOENet and Client agree as follows:

SERVICES

Services provided by ACOE are described in Appendix A. Any changes to specified circuit type/speed detailed in Appendix A must be made before the signed contract date.

PAYMENT

In consideration of the services set forth above to be performed by ACOENet, Client shall pay ACOENet the amount according to the options selected in Schedule A. Client agrees to be billed and pay annually for Internet access and miscellaneous access-related service fees according to the rates established by this agreement. Client agrees to pay invoices 30 days from the date of receipt. Late payment will be grounds for termination of service. If this agreement is terminated, the Client is still responsible for any charges on the Client's account.

3. TERM

The services outlined above shall be provided from 7/1/2017 to 6/30/2018. This agreement may be renewed by a written mutual agreement, signed by both parties. **Deadline for signed contracts is April 21, 2017.** If contract is not received by this deadline, service may be terminated.

ALTERATION OF AGREEMENT

This agreement may be modified or terminated only by mutual agreement of the parties where the changes are in a writing that is signed by both parties.

5. ASSIGNABILITY

Any product or service provided to the Client and may not be assigned, transferred or resold without written authorization from ACOE.

6. INDEMNIFICATION

Client shall instruct its personnel and students about copyright laws and the proper use of the Internet. Client shall ensure that personnel and students abide by the policies and regulation of ACOE (See Appendix B). Client shall defend, hold harmless and indemnify ACOE, its agents and its employees from any damage or injuries, which may occur to persons or property as a result of its use of ACOE.

Client agrees to use ACOE at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of ACOE services. ACOE specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and

Contract #	2018033	fiscal/calendar

fitness for a particular purpose. In no event shall ACOE be liable for any loss or other commercial damage, including, but not limited to, special, incidental, consequential or other damages.

Client agrees to protect and indemnify ACOE against any and all liability, loss, or expense arising from claims including, but not limited to, financial liability for commercial use of the Internet, libel, unfair competition, unfair trademarks, trade names or patents, violations of constitutional rights or rights of privacy and infringement of copyrights and property rights resulting from your use of ACOE.

Client agrees that the Laws of the State of California govern this service(s). You agree that the County of Alameda, in which ACOE is located, shall be the forum for any legal action relating to your service.

PRIVACY

ACOENet provides virtual services that could house client school district student data. Any client school district student records residing on ACOENet technology platforms will remain the property and responsibility of the client. Client district student data will not be used for any commercial gain. Furthermore more any student data residing on ACOENet platforms will be removed within 90 days of the termination of the client's service contract.

8. PENALTIES FOR IMPROPER USES

Any Client violating ACOE Acceptable Use Policy is subject to loss of network privileges. In addition, pursuant to State of California law, any unauthorized access, attempted access, or use of any state computing and/or network system is a violation of section 502 of the California Penal Code and/or other applicable federal laws, and is subject to criminal prosecution. All clients are required to adopt, at a minimum, the ACOE AUP and are encouraged to create their own.

9. INCORPORATION BY REFERENCE

- 1. Appendix A is incorporated into this agreement for the purpose of describing the services offered, setting forth the fee schedule, and for determining the amount the client must pay for selected services.
- The Acceptable Use Policy outlined in Appendix B is local policy for ACOE. ACOE is an official Node Site for the K12 Highspeed Network and is governed by their Acceptable Use Policies. In matters pertaining to use of K12 HSN (K12 Highspeed Network) the K12 HSN AUP supersedes local policies.

We, the undersigned, agree to the above terms and conditions and we are authorized to sign on behalf of our organizations.

ORGANIZATION:		and	ACOENet		
			Dina Stewart, Director		
Printed name and	d title		Printed name and title		
Signature	 Date	· ·	Signature	Date	
Contr	act # 2018033	fi	scal/calendar		

Initial service date 7/1/2017

Final service date: 6/30/2018

Schedule A

Schedule of Services

ACOENet reserves the right to refuse service to anyone at any time for violation of this agreement.

Organization: Eden ROP

Item	Qty.	Description	One Time Cost	Annual Cost
Access Type/Speed	1	Access Plus 100 Mbps		\$9,400.00
DNS				\$0
Domain Name				\$0
Other				
TOTAL COST				\$9,400.00

Initials:		_	_
	ORGANIZATION	ACOENet	-

Contract # 2018033 fiscal/calendar

Appendix A ACOENet Access Plus Services List

Access Plus

ACOENet provides secure, monitored and managed Internet Access to its clients. As part of this service, ACOENet will help match Client's need for service with available funds. ACOENet can also provide for an additional fee: e-mail hosting, web hosting, consulting services in areas such as desktop maintenance, server maintenance, router maintenance, security and firewall configuration, and many other services.

Included:

- Secure, monitored and managed K12 HSN access
- Connection to the Statewide K-20 network (K12 High Speed Network), Internet2 and the commodity Internet by enabling Client to connect data circuit(s) to the ACOE Network Operations Center (NOC)
- Appropriate IP address space (if needed) from ACOENet's address pool (ACOE-owned)
- Primary or secondary domain name hosting service
- Network monitoring from the ACOE NOC to the Client border router
- Coordination of circuit support between the local carrier and Client's IT personnel
- Bandwidth usage reports for districts
- · Assistance with circuit selection and provisioning
- Firewall Service

ACOENet Access Plus Fees

Speed	Year 1 NRC	Annual Cost
100 Mbps	\$5,100	\$9,400
500 Mbps	\$7,900	\$16,350 ¹ /\$20,600 ²
1 Gbps	\$10,200	\$19,500 ¹ /\$25,500 ²
2 Gbps	\$20,500	\$34,100 ¹ /41,100 ²
5 Gbps	\$32,000	\$65,000

¹ For point to point network connections

The pricing contained in this agreement is contingent upon the full funding of the K12 High Speed Network (K12 HSN) in the California State budget. Revised pricing will be made available in the event K12 HSN is not fully funded or K12 HSN changes it pricing schedule.

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² For cloud based network connections

Appendix B Acceptable Use Policy

General Acceptable Use

Network Etiquette:

All users are expected to abide by the generally accepted rules to network etiquette. These include, but are not limited to the following:

- (a) Be polite. Do not get abusive in your messages to others.
- (b) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities, which are prohibited under state or federal law.
- (c) Do not reveal your personal address or phone numbers of students or colleagues.
- (d) Do not use the network in such a way that you would disrupt the use of the network by other users.
- (e) All communications and information accessible via the network should assumed to be private property.

Acceptable Uses:

- Activities that are part of the support infrastructure needed for instruction, scholarship and institutional management of the participant institutions.
- Instructional applications engaged in by students, faculty and staff.
- Communication and exchange for professional development, to maintain currency, or to debate issues in a field or sub-field of knowledge.
- Subject matters/discipline associations, government-advisory, or standard activities related to the user's research, instructional and/or administrative activities.
- Applying for or administering grants or contracts for instruction, professional infrastructure upgrades and student support services.
- Announcements of new products or services used in instruction and institutional research.
- Access to information resources, computers, and people throughout the world.
- Interaction with students, faculty, and staff by electronic mail and other means of electronic communication.
- Access to libraries, information resources, databases, and news from commercial, and non-commercial sources.

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Final service date: 6/30/2018

- Importation of licensed software or other copyrighted material for fair use or with appropriate permission.
- Administrative, academic, and research-related discussion groups.
- E-commerce activities in support of the administrative and academic programs of participant institutions.

Unacceptable Uses:

Examples of unacceptable use include, but are not limited to, the following:

- Any illegal use of ACOENet, or use in support of illegal activities, is prohibited. Illegal use shall be
 defined as use that violates local, state and/or federal law. This includes, but is not limited to, the
 following: stalking others, transmitting or originating any unlawful, fraudulent or defamatory
 communications, transmitting copyrighted material beyond the scope of fair use without permission of
 the copyright owner, or any communications where the message or its transmission or distribution,
 would constitute or would encourage conduct that is a criminal offense.
- Activities that interfere with or disrupt network users, services, or equipment. Such interference or
 disruption includes, but is not limited to, distribution of unsolicited advertising or mass mailings;
 "spamming;" propagation of computer worms or viruses; and using ACOENet to make or attempt to
 make unauthorized entry to other computational, informational or communications devices or
 resources. For the purpose of this AUP, "unsolicited advertising" includes any transmission that
 describes goods, products, or services that is initiated by a vendor, provider, retailer, or manufacturer of
 the described goods, products, or services, or by a third party retained by, affiliated with, or related to
 the vendor, providers, retailers, or manufacturer.
- Use in furtherance of profit-making activities (consulting for pay, sales or distribution of commercial products or services for profit, etc.) or use by for-profit companies, unless specifically authorized by ACOENet, the K12 HSN Program Steering Committee and CENIC Board of Directors.
- Use in support of partisan political activities.
- Use for private or personal activities that exceed ACOENet related research, instruction, or administrative applications, or when there is personal monetary gain.

Contract #	2018033	fiscal/calenda



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve Superintendent

Application to the California Education Policy Fellowship

Program

BACKGROUND

California Education Policy Fellowship Program (EPFP) is jointly administered by the Education Insights Center and the Center for California Studies at Sacramento State to support the development of a new generation of skilled, informed education leaders who can develop professionals over the course of an academic year to explore critical topics related to the national program's three pillars: policy, leadership, and networking. California EPFP is tailored to address particular challenges in the state through its focus on 1) connecting K-12 and postsecondary education and 2) connecting state policy development and local implementation needs.

CURRENT SITUATION

Applications for the program are due May 15th and require the approval of the supervisor on the application. The participants meet over three weekends throughout the year. A grant pays for the cost of lodging over these weekends. Additionally, they strongly encourage the fellows to attend the policy institute in Washington DC in April.

The ROP will benefit from participation in the program as the k-12 and community college systems are becoming more inter connected under the new assessment system and there are policy implications that need to be addressed, so this is an opportunity to shape policy and continue the focus on the value CTE provides students

<u>Fiscal Impact--</u> The program costs \$875, plus the cost of attending the policy institute in Washington DC.

CONSENT CALENDAR







CALIFORNIA EDUCATION POLICY FELLOWSHIP PROGRAM

2017-18 APPLICATION FORM

PLEASE RETURN BY MAIL OR EMAIL TO:

California Education Policy Fellowship Program
Center for California Studies
6000 J Street
Sacramento, CA 95819-6081
epfp@csus.edu

APPLICATION DEADLINE: May 15, 2017

Your application should include:

Application Form
Resume
Short Essay Answers
Supervisor Endorsement





The California Education Policy
Fellowship Program is an initiative of:

The Education Insights Center

California State University, Sacramento 6000 J Street Tahoe Hall 3065 Sacramento, CA 95819-6081

The Center for California Studies

California State University, Sacramento 6000 J Street Tahoe Hall 3046 Sacramento, CA 95819-6081

In partnership with:

The Institute for Educational Leadership

4301 Connecticut Ave. NW Suite 1000 Washington, DC 20008

For more information please contact the California EPFP co-directors:

Jodi Lewis Jodi.Lewis@csus.edu 916.278.3936

Terra Thorne <u>Terra.Thorne@csus.edu</u> 916.278.7249



The California Education Policy Fellowship Program (EPFP) is a professional development program that aims to strengthen education policymaking in California. California EPFP is part of an established national program sponsored by the Institute for Educational Leadership (IEL). IEL's mission is to develop leaders in public and private organizations who have the capacity to create and implement sound public policy to improve outcomes for children and youth.

California Fellows join a national network of more than 300 Fellows from 17 EPFP sites, and a network of more than 3,000 EPFP alumni. Participants experience deep learning about state and federal education policy, and they attend a national conference in Washington, D.C.

California EPFP is jointly administered by the Education Insights Center and the Center for California Studies at California State University, Sacramento. The 9-month program brings together 16 - 20 professionals to explore critical topics related to the three pillars of the national EPFP:

- Policy. Fellows learn about specific policy issues; policymaking and implementation processes; the interface of local, state, and national policies; and the practices effective leaders use to function in the policy environment.
- **Leadership.** Fellows develop familiarity with different types of leadership, become aware of their potential as leaders, and learn from interactions with proven leaders.
- Networking. Fellows learn to establish action-oriented and mutually beneficial relationships with colleagues, expand their range of strategies for developing and using power and influence, and build and sustain a larger and more diverse range of professional resources and contacts.

California EPFP Fellows will:

- Understand concepts related to public policy development and implementation;
- Be familiar with California's executive, legislative and budget processes;
- Understand different needs, vantage points, goals and objectives in the state's education systems, agencies, and non-profits;
- Be "systems thinkers" and understand the interconnectedness of K-12 and postsecondary education;
- Be aware of current approaches to improve student learning,
 progression, and success in both K-12 and higher education;
- Belong to a network of colleagues across systems and in state-level policymaking; and
- Possess the knowledge, skills and connections to effectively move into new roles.

California EPFP develops effective leaders to improve education in our state

California EPFP brings together a diverse cohort of mid-career professionals from organizations around the state.

CALENDAR AT A GLANCE

Application Deadline: May 15, 2017

Seminar 1* October 2017

Seminar 2*
February 2018

Washington Policy Seminar April 2018 Washington, D.C.

Seminar 3* June 2018

*EXACT SEMINAR DATES AND LOCATIONS TBA

You are encouraged to apply if:

- You have a long-term interest in developing and implementing policy that affects student success.
- Your work record in K-12, higher education, and/or education policymaking demonstrates your strong leadership potential.
- You want to expand your network in California and across the nation to accomplish your professional goals.
- You have a bachelor's/graduate degree and a full-time professional position with some demonstrated work experience.
- You have the endorsement of your employing organization.

What is your commitment if you are accepted as an EPFP Fellow?

- Participate in three mandatory, intensive weekend seminars.
- Participate in the Washington Policy Seminar in Washington, DC in April of 2018 (exact dates TBA)*.
- Complete a team project.
- Share your experience and knowledge with other Fellows through presentations, class discussions and class projects.

How will your organization benefit from your participation? Employers gain:

- Access to a professional development program with a proven track record.
- Employees with knowledge of policy development and implementation, and of current education reform strategies.
- Employees who are ready to assume more leadership responsibilities.
- Expanded networks that enhance the organization's ability to access key leaders and decision makers who shape policy on behalf of children and education.

What is your employer's commitment in supporting your participation?

To accommodate EPFP meetings by allowing release time from work, although the requested time away from work is minimal (typically, only the Friday before each of three intensive weekends).

Program Cost. Generous philanthropic support covers most of the California program costs, which include curriculum development, materials, honoraria and travel-related costs for speakers, and travel and accommodations for Fellows and program staff at weekend seminars. California EPFP Fellows only pay a program fee of \$875, as well as any travel-related costs to attend the national policy seminar in Washington, DC. Full or partial scholarships to cover the program fee are available to Fellows whose employers are unable to pay. Our goal is that no deserving applicant be unable to participate due to financial limitations.

Scholarship Application. To be considered for a scholarship, please provide a statement from your supervisor describing the policy of your organization to pay for professional development, as well as any other relevant information. We will contact applicants who demonstrate financial need to discuss a scholarship. For more information about these costs, please contact epfp@csus.edu.

^{*}Attendance at the Washington Policy Seminar is strongly encouraged, but not required.

CALIFORNIA EDUCATION POLICY FELLOWSHIP PROGRAM

2017-18 Application Form

Name of Applicant:						
Position: Organization:						
Work Address:						
Office Phone:						
Home Address:						
Home / Cell Phone: I	Preferred email:					
EDUCATION (please list most recent experier University/College	ce first) Degree Date					
WORK EXPERIENCE (Please attach a resume						
REFERENCES Please list three references:						
Name:						
Title:	Organization:					
Relationship to Applicant:						
Email:	Phone Number:					
Name:						
	Organization:					
Relationship to Applicant:						
Email:	Phone Number:					
Name:						
	Organization:					
Relationship to Applicant:						
Email:	Phone Number:					
	rship and have included a statement from my supervisor describing the hald development and any other relevant information.					

2017-18 APPLICATION CONTINUED

OPTIO	ONAL INFORMATION		
	Race/Ethnicity		Gender
	African American		Female
	Asian American		Male
	Caucasian		
	Latino/a		
	Native American		
	Other		
Pleas	e describe how your participation in EPFP would benefit you a	and you	ur organization.
		, 	

SHORT ESSAYS

Please answer each of the following questions using one page each, double spaced with 12 point font.

- 1) In your work, have you encountered barriers between K-12 and higher education, or between statewide policymaking and local education practice? Choosing one or both of these issues, please describe the barriers you have seen and how you tried to address them; if you have not encountered these issues at work, please describe what you have observed in your locality/region or across the state with regard to the issues.
- 2) Please describe one major policy issue facing education in California today (K-12 or higher education). Why did you select that issue? Do you have any suggestions about how it could be resolved/improved?

SUPERVISOR ENDORSEMENT

TO THE SUPERVISOR/EMPLOYING AGENCY REPRESENTATIVE

California EPFP Fellows are expected to participate in three intensive, mandatory weekend seminars. These weekend seminars may require out of town travel beginning on Friday.

Your signature below ensures the employee applicant's *release time for full participation* in the mandatory weekend seminars.

Additionally, we strongly encourage California EPFP Fellows to attend the Washington Policy Seminar in Washington, D.C. in April 2018 (exact dates TBA). Fellows are expected to cover their own costs for travel and accommodation at the Washington Policy Seminar, though monetary sponsorship from the employer is encouraged.

Program Cost. Generous philanthropic support covers most of the California program costs, which include curriculum development, materials, honoraria and travel-related costs for speakers, and travel and accommodations for Fellows and program staff at weekend seminars. California EPFP Fellows only pay a program fee of \$875, as well as any travel-related costs to attend the national policy seminar in Washington, DC. Full or partial scholarships to cover the program fee are available to Fellows whose employers are unable to pay. Our goal is that no deserving applicant be unable to participate due to financial limitations.

Scholarship Application. To be considered for a scholarship, applicants must provide a statement describing the policy of your organization to pay for professional development, as well as any other relevant information. We will contact applicants who demonstrate financial need to discuss a scholarship. For more information about these costs, please contact epfp@csus.edu.

To be completed by the Applicant:	
Printed Name	
Signature	
To be completed by the Supervisor/Employing Agency Representative Printed Name	
Signature	
Supervisor's Title	
Supervisor's Organization/Institution	
Office Address	
Office Phone	
Email Address	

Please return by mail or email to:
California Education Policy Fellowship Program
Center for California Studies
6000 J Street
Sacramento, CA 95819-6081
epfp@csus.edu

Information Items





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: CDE Course Review-Culinary Science

BACKGROUND

Courses for regional occupational centers and programs (ROCPs) shall be developed with the cooperation of industry representatives from the occupation for which the courses are designed. The course outline will serve as the regional occupational center or program (ROCP) teacher's road map for providing learning experiences and opportunities for students to achieve career technical objectives effectively and efficiently. The outline helps the ROCP teacher ensure competency achievement.

CURRENT SITUATION

Attached is the Course Review for the following program: Culinary Science, the statistics provided are derived from the 2015-2016 C101 follow-up study completed June 2016.

RECOMMENDATION

Information only

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Criteria for Course Approval and Expansion Annual Review For Class Offerings 2015-2016 School Year

SCHO	OL DIST	RICT:	EDEN	AREA ROP		LOCATION: Eden Area ROP Center			nter		
PROGRAM: CULINARY SCIENCE				INSTRUCTOR: TERRI PENN							
	Cou	rse		Enrollment as of		Enrollment as of 14/15			Е	Enrollment as of 13/14	
	Nar	ne		Year to Da	te	Ye	ar to Date			Year to Date	
	Culinary	Science		56			60			68	
Comme	nts:										
	•			ent: Class enrollme	ent maintai	ned to sustain agre	eed master	r schedule fo	or offsite a	and staffing.	
	\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		□ NO	llon a sate aliceial and lace V	/ t- d-	ta Faralles auth.					
	ok: Introdu			Ilment divided by		Author: N/A		Edition	· Qth		
NO.	YES	NO	Cullilary			Autiloi. N/A		Edition	. oui		
NO.		NO	ENBOL I	I MENT _ Course I	maats curr	ent or future labor	market ne	MC			
	×			CLASS SCHEDUL		SECTIONS		S PER	F	XPECTED MINIMUM	
1.				AM/PM		PER YEAR:		TION:		DENTS PER SECTION:	
				2		2		ırs.		25+	
2	×		AVAII A	BII ITY OF QUAL	IFIFD INS	TRUCTOR – Quali	ified/ Cred	entialed Inst	tructor tea	iching course	
2.	*										
3.	×						ne and res	ources to in	nplement	system improvements and	
				h their counterpart			طائنيا أممانيا	a atrana av	norionas	in and understanding of all	
4.	×			of industry.	RUCTION	- Students are pro	wided with	a strong ex	penence	in and understanding of all	
_	×				ND CARF	FR PATHWAY DE	VFI OPMI	FNT – Cour	se is desi	gned as part of a sequence	
5.	~			es, career pathway						g o	
	×					rse has been revie	wed and r	ecommende	ed by a pr	e-established committee.	
						dvisory meeting an					
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Action Items





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 7-16/17: Day of the Teacher

CURRENT SITUATION:

Day of the Teacher is observed on May 10, 2017 by schools in the State of California. Attached Resolution 7-16/17 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

Quality education depends on a quality teaching staff. The Eden Area ROP is extremely fortunate in their teaching staff and their ability to educate, mentor and develop a relationship with their students.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 7-16/17: Day of the Teacher.

Day of the Teacher: May 10, 2017

WHEREAS, providing quality education to our young people continues to be our greatest challenge in education, as well as our most vital responsibility; and

WHEREAS, we rely on our teachers to ensure proper instruction in a wide variety of subjects, and

WHEREAS, the Eden Area ROP Governing Board recognizes the unique and highly specialized skills that are required to meet the needs of the students served by ROP instructional programs, and are proud of the success that these programs have experienced in the past and in the present; and

WHEREAS, the members of the Eden Area Regional Occupational Program Governing Board wish to express their appreciation and respect for the teachers who are part of the ROP instructional programs for the outstanding and meaningful contributions they are making to our students; and

WHEREAS, May 10, 2017 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 10, 2017

PASSED AND ADOPTED this 4th day of May 2017 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 8-16/17: Classified Employees' Week

CURRENT SITUATION:

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 21-27. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 8-16/17: Classified Employees' Week.

Classified Employees' Week: May 21-27, 2017

WHEREAS, classified school employees contribute to the establishment and promotion of a positive learning environment; and

WHEREAS, classified school employees provide valuable services to the schools and students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees play a vital role in providing for the welfare and safety of the students of the Eden Area Regional Occupational Program; and

WHEREAS, classified school employees employed by the Eden Area ROP strive for excellence in all areas relative to the educational community; and

WHEREAS, May 21-27, 2017 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all ROP students and declare the week of May 21-27, 2017 as Classified Employees' Week at the Eden Area Regional Occupational Program.

PASSED AND ADOPTED this 4th day of May 2017 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 9-16/17: Temporary Borrowing Between Funds

BACKGROUND

Education Code Section 42603 provides the Board of Trustees with the authority to borrow between funds temporarily to address cash flow shortages.

CURRENT SITUATION

The Education code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the district will incur for the fiscal year 2017-2018.

The limitations associated with this type of borrowing allows that no more than 75% of the money held in any fund during the current fiscal year may be transferred. In addition, funds must be repaid in the same fiscal year (i.e., by June 30) if the transfer is completed prior to the last 120 days of the fiscal year. If funds are transferred within the last 120 days of the fiscal year, repayment of the funds must be made prior to June 30 in the subsequent year.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 9-16/17: Temporary Borrowing between Funds.



Resolution No. 9-16/17

Temporary Borrowing Between Funds

WHEREAS, the Board of Trustees of the Eden Area ROP has determined that there may be insufficient cash to meet current obligations; and

WHEREAS, Education Code Section 42603 permits the Governing Board of any school district to direct that monies held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Education Code Section 42603, monies may be transferred between funds of the district and repaid in accordance with Education Code Section 42603.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4th day of May 2017, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area RC Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 10-16/17: Year End Budget Transfers of Funds

BACKGROUND

Education Code Sections 42600, 42601, 46202 and 42610 provide the Board of Trustees with the authority to transfer budgets between major expenditure classifications or from undistributed reserves.

CURRENT SITUATION

The Education code permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to make budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications. To permit the payment of obligations of the District incurred in the fiscal year 2016-2017.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-16/17: Year End Budget Transfers of Funds.



Resolution No. 10-16/17

Year End Budget Transfers of Funds

WHEREAS, the Board of Trustees on June 2, 2016, adopted its budget for the Fiscal year 2016-2017; and

WHEREAS, revenues will be received which were unanticipated at the time of Budget adoption or will be received in amounts greater or less than the amount anticipated and budgeted; and

WHEREAS, expenditures in certain classifications will be required in excess of amounts budgeted; and

WHEREAS, amounts budgeted in certain other classifications will not be required for expenditure in those classifications; and

WHEREAS, Education Code Section 42602 provides the Board of Trustees with the authority to budget and use any unbudgeted income provided during the year from any source; and

WHEREAS, Education Code Sections 42600, 42601, 42602, and 42610 provide the Board of Trustees with the authority to transfer budgets between major expenditure classifications or from undistributed reserves; and

WHEREAS, Education Code Section 5161 permits the Governing Board authority to delegate duties to an officer of the District.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the Eden Area ROP is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2016-2017 under the provisions of the Education Code Sections 35161, 42600, 42601, 42602, and 42610.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4th of May 2017, by the following vote:

AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	
	 _



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 11-16/17: Authority to Sign Contracts for the

2017-2018 Fiscal Year

BACKGROUND

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to sign contracts on behalf of the Eden Area ROP.

CURRENT SITUATION

By adopting Resolution 11-16/17, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for the 2017-2018 fiscal year. Based on Public Contract code 20118, all contracts signed by the individuals are ultimately ratified by the Board, either by personnel appointments, approval of warrants, or other methods, in relationship to purchasing; it limits the authority to sign to correspond with bidding limitations.

This resolution is for 2017-2018 fiscal year and will be brought back to the Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-16/17: Authority to Sign Contracts for the 2017-2018 Fiscal Year.



Resolution No. 11-16/17

Authority to Sign Contracts for the 2017-2018 Fiscal Year

WHEREAS, the Governing Board hereby delegates to the Administrators listed below the power to enter into contracts on behalf of the Eden Area ROP for current fiscal year, pursuant to Public Contract Code 20118.

WHEREAS, such power is limited to the subject matters and monetary limits set forth in Public Contract Code 20111 and 20112.

WHEREAS, such delegated power shall be exercised in accordance with the provisions of Public Contract Codes 20111, 20112, and 20118.

NOW, THEREFORE, BE IT RESOLVED, The officers to whom such power to enter into contracts is delegated are: Superintendent, Director, Business Manager Assistant Director of Off-Site Program, Assistant Director of Adult Programs and Grant Coordinator

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4th day of May 2017, by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:	
	Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Marites Fermin, Business Manager

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 12-16/17: Delegation of Powers to Agents for

the 2017-2018 Fiscal Year

BACKGROUND

The Governing Board can delegate to the Superintendent and/or designee(s) the authority to enter contracts on behalf of the Eden Area ROP. Such power to contract will conform in all instances with the legal requirement of Public Contract Code 20111, 20112 and 20118.

CURRENT SITUATION

By adopting Resolution 12-16/17, Per Education code 39656 the Governing Board of any school district is able to delegate authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting.

By proceeding in this fashion, we have found that we are able to cut between 3-8 weeks from the normal time period for making commitments for various items within the budget.

This resolution is for 2017-2018 fiscal year and will be brought back to the Governing Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-16/17: Delegation of Powers to Agents for the 2017-2018 Fiscal Year.



Resolution No. 12-16/17

Delegation of Powers to Agents for the 2017-2018 Fiscal Year

WHEREAS, the Governing Board desires to streamline the procurement of goods, and services for the Eden Area ROP; and

WHEREAS, delays in contracting and purchasing may cause increase cost and decreased services to the district, and

WHEREAS, Education Code Section 39656 allows the Governing Board of any school district to delegate the authority to enter into contracts, purchase of supplies, materials, apparatus, equipment and services with a blanket authorization.

NOW, THEREFORE, BE IT RESOLVED that the Eden Area ROP Governing Board hereby delegates the authority contained in Education Code 39656 to the Superintendent and designee; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that this delegation is for contracts, change orders, purchase of supplies, materials, apparatus, equipment and services for current fiscal year, if they are in the approved budget, and must be ratified by the Governing Board within sixty (60) days of incurring the expenses; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20114 and 20118.4, equipment and services for 2017-2018 fiscal year.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 4th day of May 2017, by the following vote:

AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	

Linda Granger ROP Governing Board Clerk, Eden Area ROP Alameda County, State of California



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Revised

Administrative Support Specialist Job Description

BACKGROUND

The governing board approved the expansion of an adult CTE program three years ago. As the program has expanded and assumed an electrical training program, the staffing needs to support the program have changed. Last year the Board approved a part time clerical support position for the program that was funded out of the AB 86 grant.

CURRENT SITUATION

Given that we are now serving over 500 students in our adult programs, we need to have adequate support staff to serve the students. The position being proposed will be a full time position and provide support for the Assistant Director of Adult Programs.

Fiscal Impact

The position will be funded out of the fees collected for the adult programs.

RECOMMENDATION

It is recommended that the Governing Board approve the revised Administrative Support Specialist job description.



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.

Job Title:	Administrative Support Specialist	Reports to:	Assistant Director of Adult Programs
Job Purpose <u>Location</u> :	Hayward	Depart	Adult
	Center	ment:	Programs

Position Overview

Purpose:

Under the direction of the Assistant Director of Adult Programs, performs a variety of advanced accounting, clerical and support duties involving both specific routines and broadly defined policies and procedures. Primary support for Assist Assistant Director of Adult Programs; greets and interacts with the public₇; works cooperatively with staff, students, and parents₇; and performs other related duties as assigned.

Duties and Responsibilities:

- Provide wide range of complex office administration and support to the Assistant Director of Adult Programs
- Manages Assistant Director's calendar; and schedule meetings, appointments and travel arrangements
- Answer phone inquiries, emails and disseminate information regarding ROP adult programs
- Maintain adult programs personnel records
- Maintain state applications
- Communicate with employers (progress reports, invoices, etc.) and DIR
- Assist Assistant Director of Adult Programs with compiling data and statistics for in preparation of various reports and projects
- Create and maintain adult program attendance files; work with attendance office and teachers to maintain updated attendance records
- Process adult registration worksheets and collect payments; process and monitor adult payments in collaboration with business office financial reports
- Coordinate attendance with adult programs instructors
- Compile and maintain complete, accurate and timely emergency information on students
- Maintain database of information for PBA and special programs as needed
- Set up and maintain class schedule (hours/days/weeks), calendar of course offerings, availability of instructors, and course descriptions per directives from Assistant Director of Adult Programs
- Establish, maintain and monitor accurate, neat and efficient electronic and manual adult attendance and bookkeeping filing systems
- Receive and process adult purchase requisitions and purchase orders in collaboration with business office
- Track and monitor adult programs budgets
- Assist with creating new staff binders for all new evening instructors orientations and registrations
- Process drops for adult programs and maintain data with all names of students who dropped and reason for drop
- Assist with updating Process and maintaining course catalog
- Maintain and updatemonitor adult employment tracker for data collection registration, payments and refunds
- Create and update Excel Spreadsheets to track Organize and monitor payment plans
- Establish, maintain and monitor accurate, neat and efficient electronic and manual adult accounting and filing systems



- Receive and process adult programs purchase requisitions, purchase orders and receiving in collaboration with business office
- Prepare and monitor adult programs budgets, create billing/invoice and collect the payments.
- Order, maintain and monitor class materials
- Monitor and update budget, accounting and other related financial data including preparation and tracking of revenue and expenditures.
- Verify and correct budget coding and budget availability through designated software database
- Maintain vendor files and source bids when needed
- <u>Maintain adult program data contracts, MOU's, W9's, leases, insurance certificates and</u> permits/licenses
- Enter journal entries to reflect program expenditures
- Arrange for adult program equipment repairs or service as necessary
- Maintain and monitor book/materials inventory for adult classes
- Communicate effectively and professionally with business partners, educational institutions and community stakeholders
- Perform other duties as assigned
- Process receipts and invoices from vendors and contractors then submit for payment
- Establish vendor files and maintain copies of completed PO's. Source out vendors and bids as needed
- Process bank deposits from fees collected and post in financial system
- Reconcile bank statements and other deposit accounts
- Maintain fixed assets and reconcile inventory records
- Prepares, maintain and review financial records using the online financial system.
- Data input in QuickBooks, journal entry, budget entry and revision and cash handling

Employment Type:	Part-Full_Time	Employ ment Catego ry:	Classified
Work Year:	10 months/ 18312 month (260 work days) *15 paid holidays	Days/H ours:	Monday- Friday 25 hours per week9:30am- 6:00pm or 10:00am- 6:30pm
Position Qualifications Salary Schedule Placement:	B1-1	Hourly Rate:	\$22.15
Annual Benefits:	Pro-Rated	Governin g-Board Approve d:	June 2, 2016

Ckille

Knowledge:

- QuickBooks journal entry, fixed asset reports and/or other spreadsheet programs
- Bookkeeping and accounting principles
- Calculating, posting and managing accounting figures and financial records
- Complex filing systems

Abilities:



- Perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, webpage maintenance and online navigation
- Communicate effectively and professionally both verbally and in writing
- Strong analytical skills with the ability to collect, organize, analyze, and disseminate significant amounts of information with attention to detail and accuracy
- Strong critical thinking skills
- Ability to have strongSkilled at multi-tasking
- Comfortable with public speaking
- Efficient time management
- Comfortable dealing with numbers and processing financial information
- Accurately record and count money

Soft Skills:

- Trustworthiness
- Strong, consistent work ethic; must be punctual and reliable
- <u>Strong</u>, positive communication and interaction skills when dealing with co-workers, students, administrators, parents and/or the community
- Communicate effectively verbally and in writing; perform in an independent, self-directed manner and present a professional, positive representation of the ROP
- Knowledge and proficiency in the use of database and spreadsheet programs-
- Advanced computer skills, specifically Microsoft Word, Excel, PowerPoint, webpage maintenance and online navigation
- Self-starter and resourceful
- Work independently and with frequent interruptions; work with a minimum of supervision
- Problem solver; able to resolve problems quickly and professionally
- Close attention to detail; input data accurately
- Extremely organized and successfully meeting deadlines
- Education: Ability to work evening hours occasionally

Training and

- Equivalent of the completion of high school
- College courses in accounting preferred
- Accounting or business degree preferred

Experience:

- Previous cash handling experience
- Previous accounting and/or bookkeeping experience
- Previous administrative support experience desired
- Experience working with an online payment system desired

Certifications/Credentials:

- Basic Driver License
- Additional Requirements: Possess effective advanced computer skills
- Pass Basic Skills Test

Salary Schedule Placement: Education:



	Diplo ma or Equiv alent	Requirements:	*Man dator Y Vision & Dent al dedu ctedB asic Driver Licen SE Private Transp ortatio n Basic Skills Test
<u>Terms of Employment:</u>	Year to year based on successful annual evaluation.	Governing Board Approved	<u>Pending</u>



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Contract with

Gustavo Vega for the Electrical Training Program for the

2017-2018 school year.

BACKGROUND

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

CURRENT SITUATION

Gustavo Vega is a former Construction Craft Training Center employee that will continue to work closely with the Eden Area ROP. For the 2017-2018 school year, Gustavo will work collaboratively with the Electrical Training teachers and the Assistant Director of Adult Programs by supporting classroom instruction conducive to the Electrical Training program course outline and requirements.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2016-2017 school year

BETWEEN

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

OF THE FIRST PART
-ANDGustavo Vega
(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:
 - Classroom Instruction conducive to the Electrical Training Program course outline and requirements.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until **June 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 \$35.31 per hour for a maximum of 8 hours per week. Days worked will be mutually agreed upon by both parties and noted on the Electrical Course Schedule.
- 5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. 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

8. 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

- 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.

Notice

- 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. Gustavo Vega 19972 Stanton Ave. Apt. #24 Castro Valley, CA 94546

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.

<u>Limitation of Liability</u>

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.

<u>Currency</u>

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

Titles/Headings

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

Gender

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.

Severability

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

Gustavo Vega

Stefanie Bradshaw

Assistant Director of Adult Programs

Eden Area ROP

4-11-2017

Date

Date



DATE: May 4, 2017

TO: ROP Governing Board

FROM: Linda Granger, Superintendent PREPARED BY: Evan Goldberg, Grant Coordinator

SUBJECT: Request the Governing Board to approve the MOU with the

San Lorenzo Unified School District for Student

Transportation for the 2017 Summer

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, San Leandro and San Lorenzo 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 Eden Area ROP is contracting with the San Lorenzo USD for bus services to bring students from Bancroft Middle School to the ROP and back each day.

The attached contract codifies our working relationships with San Lorenzo USD. District staff at San Leandro USD have agreed to the terms of this contract.

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

RECOMMENDATION

It is recommended that the Governing Board approve this MOU with San Lorenzo Unified School District for student transportation for the 2017 summer.

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.
 - 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 3:30 p.m., drop-off at Bancroft Middle School at 4:00 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:
Linds Common	
Linda Granger	
Superintendent Eden Area Regional Occupational Program (ROP)	
Eden Area Regional Occupational Program (ROT)	

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		
Does your child h	Does your child have medical information that the bus driver should know about? Yes / No						
If yes, please list con	ndition:						
Parent Name							
	First				Last		
Are you: Mother	/ Father / Legal Gu	ardian of the	children	listed abo	ve? (circle o	ne)	
Home Address:				_			
			APT#		City	Zip Code	
Home Telephone	()		Cell	Phone #	()		
Email Address:							
Father Work Phone	e ()		Mother V	Work Phoi	ne ()		
Emergency Contac	et Person		T	elephone (()		
AGREEMENT TO RULES FOR RIDING THE BUS To receive bus services, you must agree to all information received in this packet.							
School Board Policy : Bus transportation is a privilege extended only to students who display good conduct while preparing to ride, riding or leaving the bus. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a student to be denied transportation.							
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 Signa	ture				Date_		
Residency Verified McKinney Ve	-	Bill 🛭 Renta	l Agreem	nent 🛭 H	ome Visit [☐ State Docs.	
Intake [.]	Date:	Time:	Cc	mnleted:	Г)ate	

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.

¿Tiene su niño(a) alguna condición médica que el conductor del autobús deba saber? SÍNo Si respondió sí, ¿cuál es esta condición?	Nombre	Apellido	Fecha de nacimiento	Sexo M/F	Grado	Escuela que asistirá	(Office Us
Nombre de los padres	¿Tiene su nií	ño(a) alguna cond	lición médica qu	ie el con	ductor del	autobús deba saber? SÍ _	No
Es usted: ¿Madre / Padre / Guardián Legal de los niños arriba indicados? (encierre la que corresponda) Domicilio:	_	_					
Domicilio: Calle Apt. # Ciudad Código Postal Número de teléfono de la casa() Dirección de correo electrónico Teléfono de trabajo del padre() 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			Primer nombi	æ		Apellido	<u> </u>
Número de teléfono de la casa()	· ·		C			•	sponda)
Número de teléfono de la casa()	Domicilio:	Calle	Apt. #		Ciudad	Código Posta	 l
Teléfono de trabajo del padre()	Número de tele	éfono de la casa()	Númer	o de teléfono	o celular ()	
En caso de emergencia comuníquese con:	Dirección de	correo electrónico					
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	Teléfono de t	rabajo del padre()	Te	léfono de t	rabajo de la madre ()	
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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		REGLAME	NTO PARA US	UARIO	S DEL AU	JTOBúS ESCOLAR	
Firma del padreFecha Residency Verified by: □ Utility Bill □ Rental Agreement □ Home Visit □ State Docs. □ McKinney Vento	únicamente autobús, cu comportam del chofer, Entiendo qu que van de transporte	e para los alum uando viajan er liento continuo será razón sufi ue si mi hijo pre esde tres (3) día escolar. Es pro	nos que mues o el autobús y del alumno o ciente para qu esenta probler os a dos (2) se bable que puo	stren bu hasta o si pers ue se le mas de emanas	uena cono cuando so iste con la e niegue e comporta s de susp	ducta mientras esperan e bajan del autobús. El la a falta de respeto a la a el servicio de transporte amiento, habrán consec ensión a sus servicios d	mal utoridad escolar. cuencias le
	·					Fech	a
	Residency Ve	erified by: 🗖 Utility	Bill □ Rental Aç	greemen	t 🗖 Home	Visit ☐ State Docs. ☐ McKii	nney Vento

Rules for the School Bus San Lorenzo Unified School District

Students are to:

- o 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. <u>Talking back to the bus driver will not be tolerated</u>.
- Not eat any food or drink any liquids on the bus.
- Not throw anything while inside or outside of the bus.
- Not put any part of their body out of the windows of the bus.
- o 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
- o Never enter the streets while waiting for the bus or cross the street after getting off the bus. Go directly home.
- o Tell the bus driver if they need to cross the street.
- o Not use a cell phone, ipod or any other distractive electronic devices.
- o Never bring skateboards/razors or the like onto the bus.
- 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.
- o Never make any sexually, racially or emotionally motivated comments that threaten physical violence.
- Never bully anyone in any way.
- 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.
- o 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
- o Permanecer sentados hasta que el autobús llegue a una parada completa.
- o Mantener su cuerpo fuera del pasillo y detrás del asiento al frente de uno.
- o 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.
- o Formarse en fila y esperar al autobús, 5 minutos antes de la hora programada para recogerlos
- El conductor tiene la autoridad legal para dirigir todos los procedimientos de carga y descarga
- 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
- O No tirar nada dentro del autobús ni cuando estén afuera del autobús.
- o 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.
- o 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.
- o Díganle al conductor si necesitan cruzar la calle.
- o No usen el teléfono celular, ni iPods, o ningún otro aparato electrónico que genere distracción en el autobús.
- O 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.
- 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.
- O 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.
- o 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.
- o Nunca harán comentarios sexuales, raciales o emocionales a nadie que amenacen con violencia fisica.
- Nunca acosarán u hostigarán a nadie, en forma alguna
- o Nunca se nieguen flagrantemente a cumplir con las instrucciones del conductor
- o 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)
- o 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.



DATE: May 4, 2017

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Contract with

Birch for the Electrical Training Program Network

BACKGROUND

The Eden Area ROP acquired the Construction Craft Training Center (CCTC) in 2016. Birch is the vendor CCTC uses for network support. We will continue with contract with Birch for two more years.

CURRENT SITUATION

The attached contract provides details of the Birch services. Maintaining this contract enables us to continue to prove the same level of service to our adult electrical program students.

CONSENT CALENDAR



Account #	Account Name ("Customer")	COI	NSTRUCTION C	RAFT		_Date_	02/27/17
Service Address	26011 Kay Avenue	_ City	Hayward	_State_	CA	_ Zip_	94545

Re: Contract Renewal Addendum

Renewal Term Period: 2 Year

By your signature on this addendum ("Addendum) below, you understand and acknowledge that your Contract with Birch (formerly in the name Cbeyond) (hereinafter "Birch") is being renewed for an additional term period indicated above which shall be considered a new Initial Term.

Upon your execution of this Addendum, you understand and acknowledge that the following will occur:

- A. You will extend the Contract with Birch including all Services on your account except for BirchMobile or BeyondMobile Services. The term period indicated above will commence either (1) on the date Birch executes this document, or (2) the installation date of new services, whichever occurs last. After this Initial Term, the Contract shall renew in accordance the most recent Agreement Customer has signed referencing either Section 7.1 of the Cbeyond MSA or section 4 of the Birch MSA.
- B. You will receive a free upgrade to 6 mbps of EFM to replace your existing BirchLink Service today at no additional charge for the new Initial Term. Installation charges will not apply.

Unless you are adding or subtracting Services, any of which will be listed in the section above, your execution of this Addendum will cause no changes in the Services you currently receive. Taxes, surcharges, usage and fees may vary. Birch may, in its sole discretion, choose to change how discounts, if applicable, are allocated to your overall services. If Services are dropped from your account in the future, Birch reserves the right to re-allocate and readjust discounts on your overall account.

This Addendum applies only to the Birch Account Number listed above. For any new Services added above, please reference the Service Guides located at www.birch.com/legal/ServiceGuides/ which are hereby incorporated into the Agreement.

Customer Acceptance

BY SIGNING BELOW, THE PERSON SIGNING ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO BIRCH THAT HE OR SHE HAS THE AUTHORITY AND POWER TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE CONTRACT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOR SERVICE AS DESCRIBED IN THIS AGREEMENT WHICH INCLUDES EXISTING ORDER TERMS AND SERVICE ADDENDUM(S), WHERE APPLICABLE. THIS CONTRACT RENEWAL ADDENDUM IS ACCEPTED BY BIRCH ON THE DATE INDICATED BELOW, AND THE SERVICE PERIOD SHALL BEGIN UPON THAT DATE.

Hann Bra aslan	Birch
Signature of Authorized Customer Representative	Signature of Authorized Birch Representative
Asst. Director of Aduat Proposition	Printed Name of Authorized Birch Representative
Title of Authorized Customer Representative 3 29 17	Title of Authorized Birch Representative
Date Signed	Date Accepted