

## **GOVERNING BOARD MEETING AGENDA**

Thursday, April 6, 2017 5:30 pm

Location: 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, April 6, 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. Student of the Month
  - A. Presentation of ROP Student of the Month Awards (page 4)

#### VII. 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.

#### Page 2 – Agenda for the April 6, 2017 Regular Meeting of the ROP Governing Board

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

#### VIII. Information Items

- A. CDE Course Review- Video Production/Advanced Video Production (pages)
- B. Technology Plan Update (page)
- C. Career Counselor Report (page)
- D. Midyear Review of the Superintendent's Goals
- E. DECA Conference Update (page )

#### IX. Action Items

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

#### X. Superintendent's Report

#### XI. Communications

#### XII. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

#### XIII. Recess to Closed Session

#### Page 3 – Agenda for the April 6, 2017 Regular Meeting of the ROP Governing Board

- 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)

#### XIV. Reconvene to Open Session and Report any Action Taken in Closed Session

- A. Conference with Legal Counsel Anticipated Litigation (Pursuant Government Code Section 54956.9)
- B. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/Release/Hiring

#### XV. Adjournment



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

**SUBJECT:** Presentation of ROP Student of the Month Awards

#### **BACKGROUND**

The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

#### **CURRENT SITUATION**

The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as ROP students of the month for April:

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

#### **RECOMMENDATION**

Information only

# Consent Calendar





## Minutes of the Regular Meeting of the ROP Governing Board March 2, 2017

#### I. Call to Order

Mrs. Lisa Brunner, President, called the meeting to order at 5:40 p.m. on Thursday, March 2, 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
Dot Theodore, Member
Peter Oshinski, Member
Hayward USD
San Lorenzo USD
Castro Valley USD
San Leandro USD

**Superintendent:** Linda Granger-absent

#### **ROP Administrators in Attendance:**

Craig Lang Director

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:**

Cheryl Grixti Merchandising Program Instructor

Laura Jagroop Marketing & Computer Applications Program Instructor

Gabriela Juarez Superintendent's Administrative Assistant

Kathrina Miranda Marketing Program Instructor

Audra Muñoz Career Counselor

Paul Ruma Marketing Program Instructor

#### Others Present:

Students of the Month and their families

#### III. Pledge of Allegiance

Hugo Cuevas led the Pledge of Allegiance.

#### IV. Mission Statement

Michael Clark Jr. 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 March 2017:

Hugo CuevasTennyson High SchoolEntrepreneurshipMaria GomezMt. Eden High SchoolMerchandisingMichael Clark Jr.Mt. Eden High SchoolMarketing Me

Mayra Carbajal San Leandro High School Business Economics & Finance

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 Peter Oshinski moved to approve the Consent Calendar with the exception of item E that was pulled for discussion and moved to be approved as separate item under consent:

- A. Approve the Minutes of the Regular Governing Board Meeting of February 2, 2017
- B. Approve the Bill Warrants Items
- C. Approve the Roster of Public Agencies Filing
- D. Approve the Receipt of the Workability I Program Funds
- E. Approve the Advisory Committee Meeting Minutes

Trustee Dot Theodore seconded the motion with the changes.

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

NOES: 0
ABSTAIN: 0
ABSENT: 0

#### E. Request the Governing Board to approve the Advisory Committee Meeting Minutes

Trustee Janet Zamudio requested to pull the advisory committee meeting minutes. Trustee Zamudio wanted to pose the question to the Board of what are districts doing to help students develop soft skills. Trustee Peter Oshinski asked for an example. Trustee Zamudio stated that

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examples would be interview skills or team building. Craig Lang, Director, noted that ROP incorporates the teaching of soft skills in the classrooms.

Trustee Zamudio also asked what the next steps are after an advisory committee meets, specifically in regards to suggestions or notes made by the advisory. Mr. Lang explained that the ROP uses the recommendations from the advisory meetings to adopt new text books, update curriculum, review employment trends and improve the program with new industry standards and practices.

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Dot Theodore, the Governing Board approved the advisory committee meeting minutes.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### VIII. Information Items

#### A. CDE Course Review-Computer Applications/Computer Essentials

Mrs. Sheila Lawrence, Assistant Director of Offsite Programs, reported that the Computer Applications class is offered at Tennyson, Hayward and San Lorenzo High Schools. She reviewed the compliance form and explained that the course meets program and state mandates. Mrs. Lawrence introduced, Laura Jagroop, Computer Applications instructor to review the program.

Ms. Jagroop explained the course emphasis is to develop computer skills that are important for academic, personal and job success. The units of study include office applications, internet skills, research skills, computer ethics and an introduction to desktop publishing. Students learn to use Microsoft Office which includes Word, Excel, PowerPoint and Publisher. In addition, students learn to use browsers as tools, website development and google apps tools.

#### B. Adult Programs Update

Craig Lang, Director, introduced Stefanie Bradshaw, Assistant Director of Adult Programs, to present an update on Adult Programs. Ms. Bradshaw explained that in an effort to develop additional funding streams and increase course offerings to adults, the Eden Area ROP received Board approval to create an Assistant Director of Adult Programs position to further build the Adult Evening Program. The goal of the Adult Evening Program is to provide short-term, high-skill and high-wage employability training opportunities. The emphasis is to serve the underemployed and unemployed in our community. Adults attending are either looking for training to increase their current skill-set to increase their wages or transition to new careers with jobs in demand.

Ms. Bradshaw shared that the focus of last school year was to add more courses based on student feedback and interest and hire new instructors with industry experience. In addition, the ROP partnered with the Cal State Eastbay/Hayward Promise Neighborhood grant to use grant money to offset the cost of training at the ROP.

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In this current school year, new classes have been added. The ROP assumed the CCTC Electrical Training Program offered on 3 campuses that include Hayward, Turlock and Concord. The ROP offers the accelerated and part time electrical classes. The ROP continues to offer the CMA and welding programs.

Ms. Bradshaw is working on transition support by working with WIB & WIOA, CalWorks and businesses and colleges.

#### C. SkillsUSA Regional Update

Mr. Craig Lang, Director, presented information on the SkillsUSA Regional competition. The Eden Area ROP Hayward Center had students compete in the regional competition at the Silicon Valley Career Technical Education Center in San Jose. The students represented the following programs: Auto Refinishing, Criminal Justice, Construction Technology, First Responders, Medical Careers and Welding. Sixty-seven students competed in the regionals and forty-two will be eligible to compete in the State competition.

#### IX. Action Items

#### A. Request the Governing Board to approve the 2016-2017 Second Interim Budget Report

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Peter Oshinski, the Governing Board approved the 2016-2017 second interim budget report.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

## B. Request the Governing Board to approve the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2016-2017 Salary and Health & Welfare Adjustment

Upon review of and a motion by Trustee Peter Oshinski and a second by Trustee Janet Zamudio, the Governing Board approved the Public Disclosure of the Eden Area ROP Employees' Agreement for the 2016-2017 Salary and Health & Welfare Adjustment.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### C. Request the Governing Board to approve the Revised Salary Schedules

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Dot Theodore, the Governing Board approved the revised salary schedules.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0 D. Request the Governing Board to approve the adoption Resolution 3-16/17: Signature Card-Board Members, Resolution 4-15/16: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 5-16/17: Signature Card-Authorized Agents: Official Documents and Reports

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Peter Oshinski, the Governing Board approved the adoption Resolution 3-16/17: Signature Card-Board Members, Resolution 4-15/16: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 5-16/17: Signature Card-Authorized Agents: Official Documents and Reports.

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

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### X. Superintendent's Report

Craig Lang, Director, reported on the Superintendent's behalf. Superintendent Granger wanted the Board to know that all sophomore tours had been completed. All sophomores from all districts have toured the ROP campus. She also wanted to extend an invitation to the Board to come to the ROP showcase on April 26<sup>th</sup>.

#### XI. Communications

#### A. Letter from Alameda County Office of Education regarding the First Interim

A letter from ACOE was received acknowledging the positive certification of the First Interim.

#### XII. Other Business/Governing Board Reports

#### A. Public

None

#### B. Governing Board Reports

Peter Oshinski, San Leandro USD representative, requested that we adjourn the next Board meeting in memory of Superintendent Granger's father. He also wanted to compliment the ROP about celebrating the students and he would like to do that at their board meeting as well.

Dot Theodore, Castro Valley USD representative, also shared that she took back the ROP student of the month format of recognizing the student with the instructor sharing a few words. She's asking her Board to discuss a change. Currently, the Board member presents information about the student.

Janet Zamudio, San Lorenzo USD representative, reported that her district has approved a Recognition of Safe Haven District resolution. During discussion of the resolution with union leadership the question came up about their students while at ROP. Superintendent Brill

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forwarded the information to Superintendent Granger. Trustee Zamudio wanted to follow up and ask the Board to consider passing a resolution at ROP as well.

#### XIII. Adjournment

The meeting was adjourned at 7:05 p.m.
Approved by the Eden Area ROP Governing Board
Linda Granger, Superintendent
Clerk to the ROP Governing Board



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 February 22, 2017 through March 17, 2017 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Personnel Coordinator

**SUBJECT:** Request the Governing Board to approve the Personnel

**Action Items** 

#### **CURRENT SITUATION**

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: Request the ROP Governing Board to approve the Listed

**Donations-Ben Ramirez** 

#### **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the ROP. Ben Ramirez donated a 1989 Dodge Ram 50 pick-up to the Eden Area ROP Auto Technology program.

A letter of acceptance will be sent to all donors.

FISCAL IMPACT SOURCE

**FUNDING** 

Not applicable

Not applicable



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

**SUBJECT:** Request the Governing Board to approve the Quarterly

**Report on Williams Act Complaints and Resolutions** 

#### **BACKGROUND**

Education Code 35186 (d) requires the following:

A school district shall report summarized data on the nature and resolution of all complaints concerning deficiencies related to instructional materials, emergency or urgent facilities conditions and teacher vacancy or misassignment on a quarterly basis to the county superintendent of schools and the Governing Board of the school district. The summaries shall be publicly reported at a regularly scheduled meeting of the Governing Board of the school district. The report shall include the number of complaints with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

#### **CURRENT SITUATION**

Attached is a report for the complaints and resolutions through April 1, 2017 as specified by Education Code 35186 (d).



26316 Hesperian Blvd., Hayward, CA 94545 · (510) 293-2971·fax (510) 293-8225

### **Quarterly Report on Williams Act Complaints**

[Education Code 35186 (d)]

Report through: April 1, 2017						
Distr	rict:	Eden Area Regional Occupational Program				
Pers	on completing this form:	Gabriela Juarez				
Title	:	Administrative Assistant to the Superintendent				
	rterly Report Submission (check :: <u>April 1, 2017</u>	one)→ ☐ January 2017 ☐ April 2017 ☐ July 2017 ☐ October 2017				
Date for information to be reported publicly at the Governing Board meeting: April 6, 2017.						
Please	Please check the box that applies:					
	No complaints were filed with quarter indicated above.	any school in the district during the				
	Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.					

General Subject Area	Number of Complaints	Number of Resolved Complaints	Number of Unresolved Complaints
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Mis-assignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTALS	0	0	0

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Linda Granger.	Superintendent	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

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

the DSP Training Proctor (Cindy Christovale) 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. 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**

The attached is a copy of the Agreement between the DSP Proctor (Cindy Christovale) and the Eden Area ROP to provide training for the 2017-2018 school year.

#### 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 -

Dr. Cindy Christovale of P.O. Box 3475, Hayward, California, 94540 (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
  - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
- c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.
- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

#### Term of Agreement

2. The term of this Agreement will begin on July 1, 2017 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125.00 per student for each participant. Service Provider must submit an itemized Invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per testing or training. Itemized invoice must be received by 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 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. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated July 2017 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging,

transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse 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.

#### <u>Assignment</u>

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: 510293-8325
  - b. Dr. Cindy Christovale
     P.O. Box 3475, Hayward, California, 94540
     Email: rolcf@pacbell.net

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.

#### <u>Time of the Essence</u>

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**

 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.

#### <u>Inurement</u>

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.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement this 6<sup>th</sup> day of April, 2017.

SIGNED AND DELIVERED in the presence of							
Dr. Cindy Christovale	Date						
Stefanie Bradshaw, Eden Area ROP Assistant Director of Adult Programs	Date						



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

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

the DSP Training Proctor (Abraham Hill) 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. 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**

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#### OF THE FIRST PART

-AND-

Abraham Hill (the "Service Provider")

#### OF THE SECOND PART

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#### **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
  - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

#### **Term of Agreement**

2. The term of this Agreement will begin on July 1, 2017 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student for each participant. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per testing or training. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 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:
  - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated July 2017 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of

- pocket expenses. This is conditional based on enrollment and revenue generated.
- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse 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: 510293-8325
  - b. Abraham HillPO Box 3, Eldridge, California, 95431Email Address: skisos@gmail.com

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**

 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.

#### <u>Inurement</u>

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.

#### <u>Gender</u>

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

#### **Governing Law**

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

#### 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.

**IN WITNESS WHEREOF** the parties have duly executed this Service Agreement this 6<sup>th</sup> day of April, 2017.

SIGNED AND DELIVERED in the p	oresence of
Abraham Hill	Date
Stefanie Bradshaw, Eden Area ROP Assistant Director of Adult Programs	Date

# Information Items





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sheila Lawrence, Assistant Director of Offsite Programs SUBJECT: CDE Course Review-Video Production/Advanced Video

**Production** 

#### **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 programs: Video Production and Advanced Video Production, 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

SCHOOL DISTRICT: EDEN AREA ROP				LOCATION: San Lorenzo High School						
PROGRAM: Video Production			INSTRUCTOR: Lance McVay							
Course Name Enrollment as of 1				Enrollment as of 14/15		E	Enrollment as of 13/14			
			Year to Dat	е	Ye	ar to D	Date		Year to Date	
	ideo Produ			33			47			27
	Video Prod	duction	(SLZ)	36			32			16
Comme	nts:			. •						
·	•			ent: Class enrollme	nt maintaiı	ned to sustain agre	eed m	aster schedule f	or offsite a	and staffing.
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	×			CLASS SCHEDULI		SECTIONS		MINS PER	F	KPECTED MINIMUM
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	personnel. Instructor MUST attend next advisory for program to meet compliance.									
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8.	×						k bas	ed learning oppo	rtunities (	i.e. guest speakers, field
<u> </u>				ock interviews, or st						
9.	×			JNITY CLASSROC						os, or job shadowing)
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10.	×									lesigned career pathway.
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11.				ROP will provide a						
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OTHER	CONSIDE	RATION	IS:							
A-G Credit for UC							State and Na	tional Lice	ensing or Certification	
Community College Articulation -					-	$\triangleright$			ustry Partnership	
Dual Enrollment							Emerging Te	chnologies	S	
COMPLIANCE CATEGORIES										
R – Retain W - Watch Program: P - F					Probation:	T	R – Reduce		S/T - Suspend/	
				not met. See		s not being met.	Pr	rogram: Downsiz	ing	Terminate program.
meets all criteria.			areas tha	t need to be		in danger of		ogram.	-	
			complied	with.	suspens	ion.				



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

**SUBJECT:** Technology Plan Update

#### **BACKGROUND**

The Eden Area ROP creates a plan to help instructors and students utilize the technology in their program and to fiscally plan for routine maintenance and system upgrades.

#### **CURRENT SITUATION**

The technology plan update is a review/addendum to the current three-year plan. The technology plan is updated to reflect the current status of the ROP center infrastructure, teacher work stations and offsite equipment. The plan also includes immediate needs and recommended network server, VOIP, Wi-Fi and PC replacements and upgrades.

#### **RECOMMENDATION**

Information Only



# ANNUAL TECHNOLOGY PLAN REVISIONS/UPGRADES 2016 - 2017

# **Technology Plan Background**

Eden Area ROP Technology Committee developed a comprehensive, research-based Education Technology Plan for the 2016-2019 school years that was reviewed, revised, and adopted by the district school. This revised Education Technology Plan is the result of many hours of discussion, learning, and collaboration among a diverse representation of administrators, teachers and students. We have made great strides in the accomplishment of the goals set forth in our previous technology plan and are optimistically moving forward with this updated technology plan.

#### 2016-2017 Review

Fiscal year 2016-2017 was marked with significant accomplishments with regard to technology upgrades at the Eden Area ROP. In addition to a complete upgrade of our network back-bone infrastructure, we were able to successfully update our network cabling in the H, and C buildings. We were also able to modernize 2 of our classrooms by replacing 2 older smartboards.

As highlighted in our three-year Technology Plan, the need to upgrade our network infrastructure in order to accommodate new curriculum-based technologies and prepare students for the workplaces of tomorrow is critical. The network backbone infrastructure upgrade project, successfully completed in the summer of 2016, is to serve as the foundation for all upgrades that are to follow.

Specifically, we have replaced and upgraded the following:

- Old Multi-mode 62.5 micron fiber optic cabling with new high-speed single mode fiber-optic cabling enabling us to increase our data throughput.
- Replaced the obsolete, unmanaged, network switches with new managed PoE (Power over Ethernet) switches capable of powering VOIP phone systems. The switches also include VLAN support, which has enabled us to extend our administrative operations to the adult education office located in C-12.
- Installation of a new Intermediate Distribution Frame in our C building, which will ultimately enable us to host a greater number of end user nodes.
- Relocated the IDF in Culinary and moved it to Welding. Relocated the IDF in Medical to the adjacent walls.
- Installed new CAT-6 copper cabling drops intended to connect to wireless access points (WAPs) in the H-building Medical lab and all of the classrooms in the C-building, Criminal Justice, Careers and Ed, Web programming, Dental and soon to be Electrical classroom. The CAT-6 cabling is capable of handling speeds of up to 10GB as opposed to the 1GB speed provided by CAT-5e cabling in order to harness the bandwidth capabilities of our new Single Mode Fiber Optic network and with the advent of wireless technologies in mind.
- Replaced 3 Smartboards in Dental, Auto 2, Medical and a new projector-driven smart system in the Medical Classroom in an effort to replace the older models and modernize the classrooms.

Replaced old and obsolete Servers and Storage to increase the network storage and processing
power due to escalating network demands arising from advancements in resource intensive
learning material and the production of end user content deemed "archivable". Eden Area ROP
has outgrown the capability of the current server environment.

The upgrades listed above have paved the way for the much needed datacenter upgrade that is currently being implemented.

## Goals for 2017-2018

The successful completion of the network backbone upgrade brings us one step closer in a multi-step process to modernizing our network. With this in mind, there is a continuing

# **Wireless Networking**

It goes without saying that the main objective of any K-12 or vocational education environment is to prepare the students for the careers of tomorrow. Many of the workplaces of tomorrow will require that prospective employees are not only familiar with, but proficient in utilizing technology in the workplace. When taking this into consideration, it is important to note the benefits of wireless networking and mobile device technology.

The primary benefit associated with implementing wireless networking technology into the campus is that it provides end user mobility. In a traditional wired environment, end users are confined to rigid classroom designs that are dependent upon the location of network cable ports throughout the classroom. In contrast, wireless networking enables instructors to create simulated working environments and labs wherever they see fit. This provides the instructor with more creative control over the learning environment and greater flexibility with regard to approach and teaching style. This will also eliminate the need for instructors to interrupt their lesson plan in order to walk the class to the computer lab.

Another benefit to wireless networking implementation is that it provides scalability. In a traditional wired environment, the number of computers, printers, and other networkable devices that a classroom could host, was strictly dependent upon the number of network drops available in that given room. On the other hand, in a wireless environment, greater numbers of devices can be added with network bandwidth and DHCP scopes being the new primary limiting factors. In other words, you can add more devices without having to poke holes in the walls or paying a vendor to install new cabling every time class enrollment increases.

An additional benefit to the implementation of wireless networking is that it provides the ability for guests and personnel from other school districts to be able to access data from their own devices without having to ask to "borrow" access to an employee's computer. This will be especially useful when the Eden Area ROP hosts district-wide work base learning meetings, career pathways meetings, counselors meetings, principal luncheons, etc.

# The Path to a Wireless Campus at Eden Area ROP

Currently, the Eden Area ROP is relying upon CAT5-e and CAT6 copper wiring to deliver network access to all students and staff. There was in the past, an attempt to establish wireless access to certain parts of the campus. However, the existing wireless access points have been sparsely placed throughout the campus and the wireless access points (WAPs) are from different manufacturers, thereby eliminating the possibility of centralized management and security. The First Responders program for example, relies exclusively on a wireless connection in order to establish network connectivity. There are also wireless access points in Criminal Justice, DSP, and the Administration building. However, these access points are more "supplementary" in nature, and were never intended to server as a primary network connection. Moreover, the coverage varies and the connection quality is inconsistent. In contrast, Careers in Education, Culinary, Adult Education, Automotive, Welding, Construction, Merchandising, Auto Collision Repair and Dental are all without a wireless connection.

The plan to implement wireless network technology into the Eden Area ROP is based on a multi-phase process beginning with assessments consisting of measuring and mapping in order to identify any limiting factors in an effort to find a solution that fits our needs. Once the solution is identified, a pilot program will be established in 2 or 3 classrooms in order to collect valuable performance feedback. Based on the feedback of the pilot program, configuration adjustments will be made as needed. Finally, a full campus implementation schedule will follow with the integrations executed in stages. The desired end result being a network-anywhere campus.

A wireless network-anywhere campus will provide a technological platform for the instructors from which they can break the confines of the traditional "row-by-row" classroom environment and create dynamic learning environments that enable them to incorporate new teaching strategies into the curriculum through the use of mobile computing devices and peripherals.

## The Eden Area ROP Voice network

Another area of concern with regard to infrastructure, is the outmoded voice system currently in use at the Eden Area ROP. Instructors and administrative staff are relying upon an NEC Electra Elite IPK PBX system that reached its manufacturer end-of-support (sunset) date in September of 2010. Many of the end users report issues with the phones not rendering information in the display window legibly, frustrations with the cumbersome auto-attendant menus, etc. More importantly, several of the instructors have voiced concerns regarding the proximity of the phone to their lab spaces, stating specifically that it is very difficult for them to hear an incoming call while in lab or workshop areas of the building. While there have been creative efforts to resolve this problem by issuing cordless phones to instructors with large shop-style classrooms, there is a need for a streamlined modern solution that offers greater flexibility with regard to location and features.

# Benefits of a Voice-over-Internet-Protocol VOIP System

VOIP technology is based upon a methodology that converts voice signals to data packets for transmission over the data network. There are several benefits to moving to a VOIP phone system including greater flexibility with regard to phone location, lower costs, and greater call management feature sets.

One of the main advantages that stems from implementing a VOIP system is greater flexibility with regard to phone location. Traditionally VOIP phones use an Ethernet (RJ45) cable to connect to the network enabling a user to connect a phone wherever there is a data port. However, due to recent advancements in technology, many of the VOIP phones currently offered include wireless capability, allowing instructors to move the phone to a location that best facilitates their instructional environment. This also eliminates the need for a cable vendor to relocate antiquated RJ-11 lines typically associated with a PBX system.

Another advantage of upgrading to a VOIP solution is the cost savings that are realized from not having to maintain PBX equipment or install new phone lines. Instead, VOIP systems utilize the existing data network infrastructure for voice transmissions.

Other benefits of implementing a VOIP phone system are the call management feature sets that are available to the end user. Features such as call forwarding, which allows end users to forward an incoming call to an alternative number, customized message handling, voicemail to email transcription, and customizable call routing free the end-user from being "tethered" to their desk phone.

# **VOIP Implementation**

The goal of VOIP implementation is to identify the proper VOIP solution and perform a full integration in effort to replace the antiquated NEC system that is currently in place. It will involve identifying and purchasing a solution that is both cost effective and includes the feature sets listed above. It is important to note that the Eden Area ROP will retain several analog (POTS) lines for the functionality of the emergency phones.

# **Equipment Refresh (Technical Refresh)**

In addition to the upgrades and installations listed, Eden Area ROP will remain dedicated to meeting the evolving technological needs of the students in order to prepare them for the workplaces of tomorrow. The regular updating of computers and peripheral equipment is crucial in order to meet this goal. Eden Area ROP will meet this goal by performing Computer upgrades in manageable blocks in order to ensure minimal classroom interruption. Older units have been identified and "tagged" for replacement. The first block of computers upgrades are schedule to be completed this summer.

Site	Hardware Needs	Networking Needs	Site Modifications	Technical Support
Eden ROP	Construct Computer	Increase	Reconfigure DSP	Technology
	Lab with 30 computers	bandwidth to	room to a	Coordinator
	\$33,000.00	accommodate additional computers	computer lab with increased network access	

Site	Hardware Needs	Networking Needs	Site Modifications	Technical Support
Eden ROP	Upgrade the phone system to VOIP \$60,000.00	Expand the network bandwidth to accommodate phone system	Reconfigure phone line access points to accommodate VOIP system	Technology Coordinator
Eden ROP	Implementation of Wireless Network \$50,000	The installation of WAP (wireless access points) and the expansion of the DHCP scope through network sub netting	Mounting the Wireless Access points for best possible coverage Via ceiling mount kits	Wireless Vendor/Technolog y Coordinator
Eden ROP	Replace out-of-date computers; update peripherals; renew licenses; update security software; increase SAN storage; and network monitoring software \$ 78,000.00	Increase bandwidth to ensure network access	N/A	Technology Coordinator



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

**SUBJECT:** Career Counselor Report

#### **BACKGROUND**

The goal of the Career Counselor is to provide support to the students of the Eden Area ROP through a variety of services. The Career Counselor serves as a liaison with home school counselors and case managers to ensure students are receiving the necessary support. The Career Counselor provides students with social and emotional as well as college and career counseling. In alignment with the mission of the Eden Area ROP, the career counselor supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in Early Decision and the CLPAT (Counselor Local Pathway Action Team).

#### **CURRENT SITUATION**

The career counselor will provide an update on the Eden Area ROP efforts to provide support and career guidance to students and our efforts to work collaboratively with partner districts.

## **RECOMMENDATION**

Information Only



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

**SUBJECT:** Midyear Review of the Superintendent's Goals

## **BACKGROUND**

Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the superintendent's evaluation at the end of the school year.

## **CURRENT SITUATION**

The Superintendent will provide an update on the progress and status of the goals identified for this school year.

#### **RECOMMENDATION**

Information only



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sheila Lawrence, Assistant Director of Offsite Programs

SUBJECT: DECA Conference Update

#### **BACKGROUND**

Students are encouraged to participate in career technical student-based organizations that support workplace and leadership skills. California DECA is a student organization whose program of leadership and personal development is designed especially for students interested in marketing, finance, management and entrepreneurship. The 2017 DECA Northern California Career Development Conference was held January 13-15, 2017 at the San Ramon Marriott. Over 146 students from Eden Area ROP DECA Chapters attended this conference, winning top honors in many categories.

## **CURRENT SITUATION**

Of those students who participated in January, 95 advanced to the California DECA State Career Development Conference in Santa Clara on March 2-5, 2017. Students who excelled in their competitive events qualified to compete in the DECA International Career Development Conference which will be held in Anaheim, California on April 25-30.

#### **RECOMMENDATION**

Information only

# **Action Items**





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the adoption of

Resolution 6 16/17: Recognition of Safe Haven School

**District** 

#### **BACKGROUND**

All four JPA member district governing boards have passed a safe haven resolution for their districts. In alignment with these efforts, the Eden Area ROP is committed to the success of all students, and this resolution reaffirms the focus on promoting and elevating tolerance, inclusiveness, individualism, equity, unity, and diversity.

#### **CURRENT SITUATION**

We have created the Safe Haven School District Guidelines for ROP Staff and Families based on the guidelines created by member districts. Should this resolution be passed, staff will receive the resolution and guidelines, and training will be provided to those who are most likely to interface with ICE.

Guidelines for staff and immigration resources to be provided to staff are included for your reference, should the resolution pass.

#### **RECOMMENDATION**

It's recommended that the board approve adoption of Resolution 6 16/17: Recognition of Safe Haven School District.



# Resolution No. 6-16/17

# Recognition of a Safe Haven School District

WHEREAS, The Eden Area ROP is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status or beliefs.

WHEREAS, The Declaration of Independence of the United States of America recognizes every individual's right to life, liberty, and the pursuit of happiness;

WHEREAS, The United States of America was built by diverse peoples, both native and immigrant alike;

WHEREAS, Education has played a critical role in furthering tolerance and strengthening our society;

WHEREAS, California voters during the 2016 general election expressed strong support for public schools by embracing bilingual education through Proposition 58;

WHEREAS, The national presidential election has resulted in thousands of students and families in San Lorenzo expressing fear, sadness and concerns for student safety, heightened because of intolerant rhetoric made over the course of the 2016 presidential race;

WHEREAS, Youth and families have experienced increased levels of hate speech based on their ethnicity, religion, or sexual orientation since the election;

**NOW THEREFORE, BE IT RESOLVED**, that the Eden Area ROP Governing Board directs the Superintendent to support the creation of a Safe Haven School District. This status shall include:

- Promoting tolerance and acceptance over hate speech;
- Restricting the sharing of student files that may be used to ascertain the legal status of students consistent with state and federal law;
- Designating school sites, facilities, and equipment as safe havens for students, families and the community;
- Allocating adequate resources necessary to support diversity, inclusion, and the values of a multicultural society;

**RESOLVED FURTHER**, that the San Lorenzo Unified School District Board will work closely with the county, state and community organizations to ensure our students and families are offered a protected space at all district school sites and facilities;

**RESOLVED FURTHER**, That the Board reaffirms our commitment to promoting and elevating tolerance, inclusiveness and kindness of all students, families and staff at all district school sites, facilities and material property;

RESOLVED FURTHER, That Board reaffirms the authority of the Superintendent, consistent with state and federal law, to protect the data and identities of any student, family member, or school employee who may be adversely affected by any future policies or executive action that results in the collection of any personally identifiable information to the fullest extent provided by the law; and, be it finally;

RESOLVED FURTHER, That any requests by immigration or customs enforcement (ICE) for information from or access to a school site, shall be immediately forwarded to the superintendent, who in consultation with legal counsel, shall determine whether to allow ICE access to the requested information from or access to a school site;

**RESOLVED FURTHER**, That the Board reaffirms Eden Area ROP's unequivocal commitment to ensuring a safe educational environment for all students, serving as a Safe Haven School District for students and families threatened by immigration enforcement or discrimination, to the fullest extent provided by the law.

PASSED AND ADOPTED by the following called vote this 6th day of April 2017.

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



#### **Local and National Resources for Families**

#### East Bay Community Law Center

2921 Adeline Street, Berkeley, CA 94703 510-548-4040

Provides free legal services to low-income immigrants on a wide range of immigration issues with a focus on the most vulnerable populations—people with disabilities and chronic illness, members of the LGBTQ community, youth, and existing EBCLC clients struggling with other legal issues.

#### **East Bay Sanctuary Covenant**

2362 Bancroff Way, Berkeley, CA 94704 510-540-5296

Offers sanctuary, solidarity, support, community organizing assistance, advocacy, and legal services to those escaping war, terror, political persecution, intolerance, exploitation, and other expressions of violence.

#### International Institute of the Bay Area

405 14th Street, Suite 500, Oakland, CA 94612 510-451-2846

Helps Bay Area residents determine if they are eligible for immigration relief, and represents them throughout the application process. Services in English, Spanish and Mandarin.

### Centro Legal de la Raza

3400 E. 12th St, Oakland, CA 94601 510-437-1554

Has general immigration clinics as well as specific clinics for DACA applicants, unaccompanied minors, migrant families and detained individuals

#### Catholic Charities of the East Bay

**433** Jefferson Street, Oakland **510-768-3100** Thursdays 9am to 12 pm  $\bigcirc R$ 

217 Harbour Way, Richmond 510-234-5110 Tuesdays 1pm to 4pm

Provides low-cost immigration services by accredited representatives and licensed immigration attorneys

#### American Civil Liberties Union (ACLU) of Northern California

39 Drumm Street • San Francisco, California 94111 Phone: (415) 621-2493 / Legal assistance: (559) 374-2766

www.aclu.org

Do you know your rights? These easy-to-use resources were created by the ACLU so you can have your rights at your fingertips.

## Association of California School Administrators (ACSA)

#### www.acsa.org/advocacy

ACSA and Fagen Friedman & Fulfrost, leaders in education law, have created a fact sheet providing answers to key legal questions pertaining to undocumented students that may come up in light of potential changes at the federal level.

#### Mexican American Legal Defense Fund

3400 E. 12th St, Oakland, CA 94601 510-437-1554

http://www.maldef.org/immigration/

Has general immigration litigation and public policy information



#### Safe Haven School District Guidelines for Staff and Families

#### **ALL STAFF**

- Treat all students equitably in the receipt of all school services, including but, not limited to, transportation, and educational instruction.
- Do not inquire about, or record in any way, a student's immigration status and that of their family members.
- Do not ask for or require documentation of any student's/family's legal status, such as "green card" or citizenship papers, at initial registration or at any other time.
- Do not require students/parents to apply for or provide Social Security numbers.
- If a federal immigration official appears on campus and requests to see a student or requests student information:
  - Request to see identification. Take down relevant information from the identification document or badge;
  - Inquire as to the purpose of the visit;
  - o If the agent has an arrest or search warrant, court order, or subpoena, request to make a photocopy of the document, explain to the agent the ROP's protocol of first notifying the Superintendent of the situation. Please state: "I'm sorry, but I am not authorized to release students or student information. For assistance, please contact the Superintendent at 510-293-2901.
- If in any instance a student is removed from a site by an immigration agent or other law enforcement officer, immediately notify the student's parents consistent with Education Code section 48906.
- If any students, families, or staff has questions about their immigration status, ROP personnel shall refer them to local and national non-profit immigration law organizations.

#### **PARENTS/FAMILIES**

- Continue to send your students to school. EAROP continues to provide a safe and equitable place for your students to learn.
- If you have questions about your student's or your family's immigration status, request for a list of resources for non-profit immigration law organizations that can assist you.
- Do not provide any information about your legal status to any school employee or official. Our staff know that they cannot ask for or require any information about your legal status.
- Do not provide information about your Social Security Number to ROP employee or staff.

#### SUPERINTENDENT/DESIGNEE

- Compile a list of non-profit immigration law organizations and widely disseminate to staff and on the ROP's website.
- Increase and enhance partnerships with community-based organizations, legal services organizations, and other educational institutions (such as community colleges and universities) to provide resources for families of students or District employees who are facing deportation or other adverse immigration consequences
- Create a plan to provide assistance, information and safety for students and families "if faced with fear and anxiety related to immigration enforcement efforts."
- Hold harmless, defend and support, consistent with state and federal law, any employee who has followed the above guidelines,
- The superintendent shall remain cognizant that it is unlawful for a person to willfully resist, oppose, impede, or interfere with any officer of the United States Government who is discharging or attempting to discharge his or her official duties. In addition, federal law prohibits any person from intentionally concealing, harboring, or shielding an undocumented person from detection where the undocumented person's unlawful immigration status is known.