

GOVERNING BOARD MEETING AGENDA Thursday, February 2, 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, Vice-President Janet Zamudio, Member 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, February 2, 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.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of December 8, 2016 (pages 5-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 6-19)
- C. Request the Governing Board to approve the Personnel Action Items (pages 20-21)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 22-23)
- E. Request the Governing Board to approve the Contract for California Career Pathways Trust Grant for ConnectEd: The California Center for College and Career (pages 24-31)
- F. Request the Governing Board to approve the Contract with Chabot College (pages 32-40)
- G. Request the Governing Board to approve the contract with Vavrinek, Trine, Day & Company, LLP (VTD) for Auditing for the 2017-2018, 2018-2019, 2019-2020 School Years (pages 41-50)
- H. Request the Governing Board to approve the Eden Area ROP 125 Plan Revisions (pages 51-56)
- I. Request the Governing Board to approve the Proposal for School Services of California to Provide Services to the ROP Coalition Members (pages 57-68)

VIII. Information Items

- A. CDE Course Review-Sports Marketing (pages 69-70)
- B. DECA Northern California Conference (page 71)

IX. Action Items

- A. Request the Governing Board to approve the adoption of Resolution 1-16/17: Gary Howard (pages 72-73)
- B. Request the Governing Board to approve the Governing Board Reorganization (page 74)
- C. Request the Governing Board to approve the Budget Development Calendar for the 2017-2018 School Year (pages 75-76)
- D. Request the Governing Board to approve the adoption of Resolution 2-16/17: Career Technical Education Month (pages 77-78)
- E. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Student Transportation for the 2016-2017 Fiscal Year (pages 79-82)

X. Superintendent's Report

XI. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XII. Recess to Closed Session

A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

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

A. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIV. Adjournment

DATE:	February 2, 2017
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 February:

Jonathan Sira Yasamin Obaidy Brittney Harpine Diana Venegas Dayana Pacheco Hanmin J. Von Euw San Lorenzo High School Mt. Eden High School Hayward High School San Lorenzo High School Hayward High School Castro Valley High School Automotive Technology Criminal Justice First Responders Criminal Justice Medical Careers Welding Technology

RECOMMENDATION

Information only

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board December 8, 2016

I. Call to Order

Board President, Gary Howard, called the meeting to order at 5:40 p.m. on Thursday, December 8, 2016 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, Vice PresidentHayward USDJanet Zamudio, MemberSan Lorenzo USDEvelyn Gonzalez, AlternateSan Leandro USD

Eden Area ROP Governing Board Absent:Gary Howard, PresidentCastro Valley USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang	Director
Sheila Lawrence	Assistant Director of Offsite Programs
Marites Fermin	Business Manager
Evan Goldberg	Grants Coordinator

ROP Staff in Attendance: Gabriela Juarez Audra Muñoz Daniel Pareja Terri Penn Jose Sanchez Lameisha Sherri John Taylor Superintendent's Administrative Assistant Career Counselor Auto Refinishing Program Instructor Culinary Science Program Instructor Auto Technology Program Instructor Web, Graphics & Digital Design Program Instructor

Criminal Justice Program Instructor

<u>Others Present:</u> Students of the Month and their families Terri Montgomery, CPA Partner Vavrinek, Trine, Day & Co., LLP

III. Pledge of Allegiance

Nicole Butler led the Pledge of Allegiance.

IV. Mission Statement

Hal Atkinson read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Evelyn Gonzalez moved to approve the Agenda with an amendment to have Action Item B to follow the students of the month presentation. Trustee Janet Zamudio seconded the motion. By the following vote, the agenda was approved.

AYES:3 (Brunner, Gonzalez, Zamudio)NOES:0ABSTAIN:0ABSENT:1 (Howard)

VI. Action Items

B. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2016

Linda Granger, Superintendent, introduced Terri Montgomery, independent auditor, to discuss the auditor's report.

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Janet Zamudio, the Governing Board approved the annual independent auditor's report.

AYES:	3 (Brunner, Gonzalez, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Howard)

VII. Consent Calendar

Trustee Evelyn Gonzalez moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of November 3, 2016
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items

Trustee Janet Zamudio seconded the motion.

AYES:	3 (Brunner, Gonzalez, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	1 (Howard)

VIII. Information Items

A. CDE Course Review-Auto Technology Pathway

Mr. Craig Lang, Director, introduced Mr. Jose Sanchez to present information on the Automotive Technology pathway. Currently we have pathways with Castro Valley and San Leandro High Schools. Mr. Sanchez shared that the program is in the process of being NATEF (National Automotive Technicians Education Foundation) certified. This certification is

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equivalent to ASE certification which is an industry standard for technicians. The curriculum for the program includes learning engine performance, computer control, ignition, drivability issues, electrical, theory and application and brakes. Students also participate in work based learning opportunities by attending field trips to UTI, having presenters come to the classroom and job shadowing. The Auto Technology program is articulated with Chabot College.

B. CDE Course Review-Auto Refinishing

Mr. Craig Lang, Director, introduced Mr. Daniel Pareja to present information on the Automotive Refinishing program. Mr. Pareja shared the curriculum for the program which includes estimating, damage analysis, paint removal, metal finishing, sheet metal fabrication, rust repair, corrosion protection, paint prep, spraying color, wet sanding, buffing, final clean for delivery and shop maintenance.

He shared that several of his students have continued onto post-secondary, obtained internships and secured employment. Some of recent graduates have been hired at Gillig, Tesla, Service King, Wilma's and Cook's Collision. Mr. Pareja concluded his report by sharing photos of different projects, SkillsUSA competitions winners and a student receiving \$29,000 award for tuition.

C. Advisory Committees Meeting

Mrs. Sheila Lawrence, Assistant Director of Offsite Programs, shared that on November 9, 2016, the Eden Area ROP held its annual Advisory Committee meetings at the San Leandro Senior Center. There were a few changes this year such as parents and students were invited and the seating was done by sector and pathways. Another change was that advisory members were approved by their district's school boards and the ROP Governing Board. This year we will add a second advisory meeting in the spring. This year there were 203 attendees which included ROP teachers, district CTE teachers, industry partners, staff, parents and students. Several new business partners were in attendance this year due to the Business Breakfast outreach in October.

Presenter, LaToya Reed, the management analyst of the Alameda County Workforce Development Board, did a brief overview of labor market trends in the county. Superintendent Granger did a CTE update titled "What Gets Measured Gets Done." After the presentations the committee broke up into groups to discuss the 11 elements of quality CTE program, labor market and future trends, course alignment with CCSS and budget for spending Perkins funding.

The Advisory meetings provide the opportunity for prominent members of each industry pathway to meet with ROP instructors, to review curriculum, discuss employment trends, give updates on industry standards and to recommend improvements to ROP programs.

D. College and Career Readiness Indicator Update

Linda Granger, Superintendent, gave an update on the college and career readiness indicator. As part of the State's new accountability plan under the Common Core and Local Control Accountability Plan process, this January the new accountability system was supposed to be made public, but will be pushed back to the 2017-2018 school year. There are six state indicators in the new system and they will be displayed in a dashboard format to indicate a

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district's progress on addressing each indicator. The six indicators are: college and career readiness, academics, chronic absenteeism, graduation rate, English learner and suspension rate. This measure will replace API.

The College and Career Readiness Indicator has four levels: not prepared, approaching prepared, prepared and well prepared. There are multiple ways that students can demonstrate their college and career readiness with this State rubric. Superintendent Granger shared how Career Technical Education classes support students meeting this indicator under approaching prepared and prepared criteria that include dual enrollment, pathway completion and UC a-g completion. In respect to approaching prepared there are 2,075 potential student participating in dual enrollment for one semester, 910 potential students completing a pathway and 14 courses that will fall under UC a-g completion. In respect to prepared the dual enrollment for 2 semesters will need to be reviewed over multiple years, 564 potential students completing a pathway and 14 courses that will fall under UC a-g completion.

Superintendent Granger reviewed the next steps. The ROP will continue to work with our community college partners to increase articulation agreements. Currently, we have 40 articulation agreements and 28 additional agreements in process for approval. We will continue to work toward a-g approval for classes not yet approved. ROP staff will work with partner districts to ensure accurate tagging of students in the student information system that have completed pathways and are in dual enrollment. We are also participating in pilot program collecting college and career readiness data.

IX. Action Items

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

Marites Fermin, Business Manager, presented the 2016-2017 First Interim Budget Report.

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Evelyn Gonzalez, the Governing Board approved the 2016-2017 First Interim Budget Report.

AYES:3 (Brunner, Gonzalez, Zamudio)NOES:0ABSTAIN:0ABSENT:1 (Howard)

X. Superintendent's Report

Linda Granger, Superintendent, shared that she presented, in partnership with NFTE, at the CAROCP's fall conference. A ROP graphics student won the cover competition for the program of the event so the instructor also attended the conference to accept the \$250 award on the behalf of the student.

Superintendent Granger also presented at the Hayward Rotary Club about the ROP programs.

The ROP was accepted as a demonstration site for the Linked Learning conference. The Eden Area Career Pathways Consortium will be presenting at the Linked Learning conference.

She also participated in the NFTE panel for the Cisco sponsored design challenge.

The CTE Incentive Grant annual report was due December 1st and has been submitted. In the report it has listed the preliminary allocation for next year which is approximately \$3 million.

XI. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Evelyn Gonzalez, San Leandro USD alternate, reported she attended the Keep the Music event by Lenny Williams. She noted that it was catered by the ROP Culinary Science class and that many people complimented the food.

Janet Zamudio, San Lorenzo USD board member, shared the election outcomes. They are a five member board and they welcomed two new Board members.

Lisa Brunner, Hayward USD board member, also shared the election outcomes. They have one new board member.

XII. Recess to Closed Session

The meeting was called into closed session at 7:15 pm.

- A. Personnel (Government Code Section 54957) Public Employee Appointment/Employment: Superintendent's Contract
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIII. Reconvene to Open Session and Report any Action taken in Closed Session

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

A. Public Employee Appointment/Employment Government Code Sec. 54957): Superintendent's Contract

The Superintendent's Employment Agreement was reviewed and revised by the Governing Board. Under Section 5 titled Salary, item 5.1 titled base salary, it was revised to state commencing July 1, 2017 the Superintendent's base salary shall be \$183,700. Item 5.3 titled Salary Adjustments, was revised to state the superintendent will receive the same cost of living adjustments that are provided to other employee groups during the life of this agreement.

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Janet Zamudio, the Governing Board approved the revisions to the Superintendent's Employment Agreement. Page 6 - Minutes of the Regular ROP Governing Board Meeting December 8, 2016

AYES:3 (Brunner, Gonzalez, Zamudio)NOES:0ABSTAIN:0ABSENT:1 (Howard)

B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

No action was taken.

XIV. Adjournment

The meeting was adjourned at 7:50 p.m.

Approved by the Eden Area ROP Governing Board ______.

Linda Granger, Superintendent Clerk to the ROP Governing Board

DATE:	February 2, 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 November 16, 2016 through January 11, 2017 and include test warrant numbers and voided warrants.

CONSENT CALENDAR

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Mercedes Henderson, Personnel Coordinator
SUBJECT:	Request the Governing Board to approve the Personnel
	Action Items

CURRENT SITUATION

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

CONSENT CALENDAR

DATE:	February 2, 2017
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 of the complaints and resolutions through January 1, 2017 as specified by Education Code 35186 (d).



Quarterly Report on Williams Act Complaints

[Education Code 35186 (d)]

Report through: January 1, 2017

District: Person completing this form: Title: Eden Area Regional Occupational Program Gabriela Juarez Administrative Assistant to the Superintendent

Quarterly Report Submission (check one)→ Date: January 1, 2017 January 2017
 April 2017
 July 2017
 October 2017

Date for information to be reported publicly at the Governing Board meeting: February 2, 2017

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

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

Publicly reported at the Governing Board meeting on: February 2, 2017

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Evan Goldberg, Grant Coordinator
SUBJECT:	Request the Governing Board to approve the Contract for
	California Career Pathways Trust Grant for ConnectEd: The
	California Center for College and Career

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included training and technical assistance for the Eden Area ROP and the Castro Valley, Hayward, San Leandro and San Lorenzo Unified School Districts.

CURRENT SITUATION

The attached contract codifies our working relationships with ConnectEd: The California Center for College and Career. This contract has a scope of work which defines expectations.

Fiscal Impact: ConnectEd will receive up to \$36,000 for the second fiscal year.

CONSENT CALENDAR

Independent Contractor Agreement: ConnectEd Professional Development Work

This Agreement is entered into between the Eden Area ROP (EAROP) and ConnectEd: The California Center for College and Career (CONTRACTOR). EAROP is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services.

The parties agree as follows:

- **1. Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "ConnectEd Scope of Services for Eden Area CCPT: 2017."
- **2.** Terms: CONTRACTOR shall commence work on <u>February 1, 2017</u>. The work shall be completed no later than <u>June 30, 2017</u>.
- **3. Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of thirty-six thousand dollars, (\$36,000) payable as follows: EAROP shall pay ConnectEd once (June 30). Payments will be based upon work performed and daily rates on work that has an "up to" number of days valuation.
- **4. Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
- **5.** Equipment and Materials: CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
- 6. Notices/Invoicing: All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

EAROP Contract Coordinator/Representative

Name: Evan Goldberg Location/Site: EAROP Office Address: 26316 Hesperian Blvd. Hayward, CA 94545 Ph./Email: (510) 293-2930 egoldberg@edenrop.org Contractor: ConnectEd: The California Center for College and Career Name: <u>Robert Curtis</u> Title: <u>Director, Regional Support</u> Address: <u>2150 Shattuck Ave, Suite 1200</u> <u>Berkeley, CA 94704</u> Phone/Email: <u>(510)849-4945</u> rcurtis@Connectedcalifornia.org

- **7. Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR'S employees.
- 8. Fingerprinting: By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site foo-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the EAROP determines that the CONTRACTOR and the CONTRACTOR'S employees will have limited contact with pupils. In making this determination, EAROP will consider the totality of the circumstances, including factors such as length of time the CONTRACTOR and the CONTRACTOR's employees will be on the grounds of EAROP or Eden Area School District (Castro Valley, Hayward, San Leandro, and San Lorenzo USDs) and whether pupils will be in proximity to the site where the CONTRACTOR or the CONTRACTOR'S employees will be alone or with others.

A. EAROP Determination of Fingerprinting Requirement Application
 EAROP has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees (check one)
 are subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph B (below) is applicable

☑ are NOT subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph C (below) is applicable.

- B. If EAROP has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that (10) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to EAROP a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense.
- **C.** Even if EAROP has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR'S employees on an EAROP or Eden Area School District site:
 - (1) CONTRACTOR and CONTRACTOR'S employees shall check in with the main office on site each day immediately upon arrival;
 - (2) CONTRACTOR and CONTRACTOR'S employees shall inform site office staff of their proposed activities and location on the site;
 - (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the site office;
 - (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and
 - (5) CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact the site office and request that a member of school site staff be assigned to the work location.

- **9.** Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this agreement.
- **10. Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior consent of EAROP.
- **11. Non-Discrimination:** CONTRACTOR shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, sex, marital status, medical condition, or physical handicap.
- **12. Indemnification:** Each party agrees to hold harmless, indemnify, and defend the other party and its officers, agents, and employees from any and all claims and losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with its performance of this Agreement. Each party also agrees to hold harmless, indemnify, and defend the other party and its officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this agreement.
- **13. Copyright:** Any written and training products produced under this Agreement shall be a work for hire and shall be the property of EAROP. EAROP shall have the right to secure a copyright and the product may not be used, in any manner, without EAROP's written permission.
- **14. Waiver:** No delay or omission by either party in exercising any right under this agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- **15. Termination:** Either party may at any time terminate this Agreement upon 30 days written notice to CONTRACTOR. EAROP shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, EAROP may terminate this agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, EAROP may secure the required services from another contractor.
- **16. Litigation:** If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees. This Agreement shall be governed by the laws of the State of California.
- **17. Completeness of Agreement:** This Agreement constitutes the entire understanding of the parties and any changes shall be agreed to in writing.
- **18. Approval:** This Agreement (3 pages total) shall become effective upon its approval by the undersigned persons.

Eden Area ROP	Contractor
Ву:	Ву:
	Brad Stam, Vice President/COO
Date:	Date:



ConnectEd Scope of Services for Eden Area ROP CCPT: July 2016 – June 2017

ConnectEd Service Lead: Robert Curtis

Professional Services	Participants	Outcomes	Cost
District-Based Pathway Professional Development	al Developme	nt	
 Support District-Based Pathway Professional Development 1. Castro Valley USD: Working with Eden Area ROP Director we will collaboratively plan and facilitate up to 2 workshops on February 10th 2017. 	Pathway Teachers and Site or District Leaders	TBD	Approximately 2-3 davs total
 a. ECCCO Training: Provide an overview of ECCCO resources and support planning for how to implement as part of pathways. Follow up webinar support to support implementation questions/challenges 			per district including planning and follow up.
b. Integrating Core Classes with CTE Courses: There are 2-3 possible options for this request:			Total=
 Curriculum Mapping Shared learning outcomes development 			Not to exceed 12 days
 iii. Integrated projects or performance tasks introduction 2. San Lorenzo USD: Support planning for teacher Externship Day March 31st 2017. This would include 1-2 days of planning support. Could be connected to ECCCO. San Lorenzo is also considering a UCCI or related training that we could possibly support. 			
 Before: Support pre-externship activities. Define clearly the expected outcomes from the externship and how it connects to the pathways curriculum and building student industry awareness. Plan for how to continue engagement after the externship. 			

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ConnectEd The California Center for College and Career
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	Professional Services	Participants	Outcomes	Cost
b. Duri inclu curri base	During: Support planning for processes to use during the visit including possible interview protocols and informing possible curriculum and assessment design for a mini performance task based on externship experience.			
c. After durir or ac	After: Support teachers and staff using what they learned during the externship to implement related performance task or activity related to career awareness.			
 Hayward USD: Patinclude an overview planning using quafollow up possible. 	Hayward USD: Pathway 101 workshop for new pathway teams. Should include an overview of pathway design and self-assessment and action planning using quality standards. Half-day workshop with a full day follow up possible.			
4. San Leandro developmen	San Leandro USD: 3 days of pathway specific professional development. Topics and dates TBD.			
	Middle School Professional Development	evelopment		
Middle School C	Middle School Curriculum and Recruitment Development	TBD		
Provide a series administrators, c	Provide a series of 3 – 2.5 hour workshops for middle school administrators, counselors and teacher leaders to:			4 days
 Review exist exploration. 	Review existing curriculum resources for middle school career exploration.			
Assess fc	Assess for opportunities to work together across the consortium.			
Review n	Review models and best practices from other districts.			
Develop	Develop a clear middle school recruitment plan for pathways.			
Develop supports	Develop plan for implementing curriculum. Identify additional supports needed.			

ConnectEd The California Center for College and Career				
Professional Services	Par	Participants	Outcomes	Cost
TBD? Pathway Development Summer Institute Planning	ent Summer Ins	stitute Plan	ning	
 Planning with Evan and Design Team Collaboratively plan and facilitate with Eden Area ROP Director a series of 3 – 90 minute meetings for a sub regional professional development design team to help plan and co-facilitate a summer pathway institute based on a needs assessment / survey of pathway teachers and district leaders. 	<u> </u>	Design team consisting of 2-3 key leaders from each district who will actively plan and co-facilitate a summer institute for pathway teams focused on deepening the work begun during the school year.	 Build internal capacity in the sub-region to collaborate, assess and implement a sub-regional institute for pathway development. Marketing plan for summer institute Agenda and workshops collaboratively developed and planned. 	
Coaching a	Coaching and Consulting			
 Coaching/Consulting Collaboratively plan and implement a professional development and capacity building plan with Eden Area ROP Director to ensure effective support is provided to districts, schools and pathway teams for planning and implementing a system of high quality and equitable pathways. 	e p	Eden Area CCPT Director and Leadership Team		8 days

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	Professional Services	Participants	Outcomes	Cost
•	Meet 1-2 days per month with Evan and provide coaching and consulting support.			
•	Attend "Dream Team" Leadership meetings as appropriate and support planning and facilitation as needed.			
TOTAL:	TOTAL: 24 davs @ \$1.500 plus expenses			~\$36,000

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Evan Goldberg, Grant Coordinator
SUBJECT:	Request the Governing Board to approve the Contract with
	Chabot College

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included the development of Work-Based Learning systems in both the K-12 and Community College systems.

CURRENT SITUATION

Chabot College has requested to "buy out" some of our Work-Based Learning Specialist, Jayne Salinger's contract for January-June 2017. Ms. Salinger will provide technical assistance on building a work-based learning system at Chabot College, in line with our K-12 California Career Pathway Trust grant efforts.

Fiscal Impact: The Eden Area ROP will receive up to \$30,000 for Jayne Salinger's salary, benefits, and employer costs at the rate of \$85 per billable hour.

CONSENT CALENDAR

Requisition For Equi	Requisition For Equipment, Supplies, Apparatus and Service	atus and Servic	e No.	
Chabot 🔀 Las Positas 🗌 District 🗍	Chabot-Las Positas Community College District	rict		
Amy Mattern	Academic Pathways & Student Success		1/10/17	
Requestor	Department		Date	
		Purchas	Purchasing Office Use Only	y
Delivery Required By: 1/30/17- Contract Start	Room #:	Purchased From		it Total
	(If Capital Outlay, Room # Required)			
Only One Vendor Per Requisition	tion			
Suggested Vendor (Address & Contact I	Information)			
Eden Area ROP for developing work-based learning systems				
Description	Estimated			
(Model No., Size, Color, etc)	Ul Vuit Price			
Work-Based Learning Support @ \$85 per hour, up to \$30,000 of services	1 \$ 30,000.00			
Notes: Monthly payments	Shipping			
	Tax	F.O.B.	Terms	Quote
	Labor/Installation	Business Office		
₩account #: 332244-25202-5110-601000	TOTAL \$ 30,000.00	Signature		
0 <i>M</i>				

Vice President Signature

Division Dean Signature

Chabot-Las Positas Community College District

Contract for Services

- Contractor agrees to perform the following services in his/her capacity:
 <u>EAROP will provide work based learning support services to develop partnerships, systems, and processes that lead to an increase in work based learning opportunities for Chabot CPT faculty and students.</u>
- 2. Contractor hereby understands that no employment relationship is established by this contract for services.
- 3. The Contractor shall provide his/her own Workers' Compensation Insurance and shall properly report all income in accordance with federal and state law (Labor Code § 3700).
- 4. Contractor shall be in compliance with the Drug Free Workplace Act of 1988.
- 5. Services shall begin on or about 1 / 30 / 2017, and terminate on or before 6 / 30 / 2017 Services shall not be assigned nor subcontracted to another party without written consent of the District.
- 6. District agrees to pay the Contractor the sum of \$ <u>30,000.00</u>, payable as follows, upon receipt of an invoice, if the services performed are satisfactory to the District.

Date	Payment
monthly billing	30,000.00

- 7. District retains the right to cancel this contract in the event of funding shortage or for any other reason by written notice of not less than 30 calendar days. In such case, Contractor will be paid for services rendered through the date of cancellation only.
- 8. This contract is not valid until signed and accepted by the Vice Chancellor, Business Services, nor does the District assume any liability for work performed prior to acceptance by the Vice Chancellor, Business Services.

Independent Contractor	CLPCCD	
Eden Area ROP	(the strain	
Name Marites Fermin	Initiating Manager / VPL	Date
Email Address mfermin@edenrop.org	President	Date
Phone # 510-293-2906	—	
26316 Hesperian Blvd. Hayward CA 94545	Vice Chancellor, Human Resources	Date
Mark Signature	Vice Chancellor, Business Services	Date
<u>332241 - 25202 -</u> Fund Org	<u>SIIO</u> <u>601000</u> Account Program PO/Bd Rec	

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Independent Contractor Questionnaire

The following questions have been developed in order to assist in determining whether an individual is performing work as an employee or as an independent contractor. It is hoped that the specific situations will be clear enough to clearly identify an individual as either an employee or an independent contractor. However, in borderline cases further examination will be required.

Applica	nt's Name: _	Eden	Avea Rop
1.	Yes	No I	Has the individual ever been employed by the District?
2.			Is the work to be done customarily performed by an employee?
3.		Z	Does the District have the right to control/ supervise the work being done?
4.			Does the District establish where and when the individual will work?
5.			If the individual is or has been an employee, is the scope of work to be performed outside the normal duties performed in his/her job classification? If the answer is yes, please provide a description of the duties to be performed.
6.			Is the nature of the contract to perform a specific task for a fixed price?
7.			Does the individual make his/her services available to the general public and does he/she have the right to engage in other jobs while performing services for the District?

Affirmative answers to questions 1 through 4 and negative answers to questions 5 through 7 will generally mean that there is an employer/employee relationship, that <u>the individual will be treated as an employee</u> and will have to go through the establish employment process.

Negative answers to questions 1 through 4 and affirmative answers to question 5 through 7 will generally mean that the individual is an independent contractor.

If the answers to question 1 through 4 are a combination of yes and no then a further evaluation will have to be made. Please provide additional information regarding the nature of the work, the current employment status, how the work is to be done, where it is to be done, method of payment and any other information that will assist in making the determination of whether or not the individual will be an employee or independent contractor.

Additional Information:

The questionnaire will be signed by the requesting manager and submitted with the requisition for services along with the District Contract for Services Form to the appropriate manager or administrator for approval. All documents will then be forwarded to the Vice Chancellor, Business Services for review and approval. If the individual is determined to be an independent contract, the documents will be forwarded to District's Business Services and a purchase order will be issued. If the individual is determined to be an employee, the forms will be returned and the appropriate personnel procedures followed.

Submitted By:	Date: 12/2-0/1-6	Approved By: Administrator's Signature	$\frac{1}{12}$ Date: 1/12	(17
497.897.897.897.897.897.897.897.897.897.8	nanananananananananananananananananana	nanananananananananananananananananan ervices Review	11.01.1211.01.1811.81.1811.01.1811.811.811.811.8	121,51,51,61,61,61,51,51,51,51,51,51,51,51,51,51,51,51,51
Initial Review:	Independent Contract	Employee		
College: Reviewed by: Date Reviewed:	·	as Positas		
District: Reviewed by: Date Reviewed:		· .		

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CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT Vendor Profile Application

Please type or print.

If you have any questions regarding this form or the application process, please contact the Purchasing Division at (925) 485-5233

Part A: Business Questionna	Date: 12/19/16
1. Vendor Name: Eden Area ROP	
2. Primary Contact: Name Marites Fermin Phone(510)293 - 2906 E-mail Address mfermin@edenrop.org	Title Business ManagerExt.Fax(510)293 - 8225
 3. Vendor Category Disabled Veteran Minority Owned Small Business Women Owned 	 4. Type of Business: a. Sole Proprietor (S) Joint Venture (J) Partnership (P) Independent Contractor Corporation (C), State where firm is incorporated b. Is it a Non-Profit Organization? Yes No If yes provide Tax-Exempt Form c. Business Start/Incorporation Date / / /
5. Type of Business: Check the one	which best describes your company:
 Broker Manufacturer Manufacturer's Rep 	□ Wholesaler □ Retailer
Service Architect, Engineer, Constructio	n 🗖 Professional 🗖 Other
· · · ·	f not, the application will be returned): 3158083 or Social Security Number
 7. Sales Tax Collection Collect all Sale/Use Tax for Al California Seller or Use Tax Permit 	Tax Exempt

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Depart	W-J August 2013) Iment of the Treasury al Revenue Service	F Identifica	Request tion Nun	for Taxpayer iber and Certifi	cation		Give Form to the requester. Do not send to the IRS.
•		your income tax return)					· · ·
		ional Occupational Program egarded entity name, if different from al					
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Print or type Specific Instructions on page	Limited llability	company. Enter the tax classification (C=C corporation	•		Exemption	ree code (if any)
Lust Inst	✓ Other (see insti	uctions) >	K-12 P	ublic School		code (il an	//
		eet, and apt, or suite no.)		· · · · · · · · · · · · · · · · · · ·	Requester's nam	e and address	(optional)
e Spec	26316 Hesperian Blvd City, state, and ZIP code						
	Hayward, CA 94					,	
	List account number(s) here (optional)		· ·			
Part	Taynaya	er Identification Number (T			• 		
Enter v	our TIN in the appr	ppriate box. The TIN provided mus	st match the n	ame given on the "Name" I	line Social s	ecurity numbe	r
to avoid residen entities	d backup withholdi it allen, sole proprie , it is your employe	ng. For individuals, this is your soc tor, or disregarded entity, see the ridentification number (EIN). If you	ial security nu Part Linstructi	mber (SSN). However, for a	a 🗍		-
Note. If	page 3. f the account is in n r to enter.	nore than one name, see the chart	on page 4 for	guidelines on whose	Employe	r Identification	number
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Part	l Certifica	tion	····				<u> </u>
	enalties of perjury,	· · · · ·				·····	······································
1. The r	number shown on t	his form is my correct taxpayer ide	entification nur	nber (or I am waiting for a	number to be Is	sued to me),	and
ORIAI	ce (ino) traci ani s	up withholding because: (a) I am e ubject to backup withholding as a kup withholding, and	exempt from b result of a fail	ackup withholding, or (b) I ure to report all Interest or	have not been dividends, or (c	notified by th) the IRS has	e Internal Revenue notified me that I am
3. I am a	a U.S. citizen or oth	er U.S. person (defined below), an	d				
4. The F	ATCA code(s) enter	ed on this form (if any) indicating t	hat I am exem	pt from FATCA reporting is	s correct.		
interest p generally	paid. acquisition or	You must cross out item 2 above I report all interest and dividends on abandonment of secured property an interest and dividends, you are	i your tax retui	n. For real estate transact	lons, item 2 doe	es not apply.	For mortgage
Sign Here	Signature of U.S. person ►	Maille L.	h~	Date •	. 2/2	20/201	!.φ
	ral Instructio	ns	/ noted.	withholding tax on foreign p 4. Certify that FATCA coo	de(s) entered on ti	ais form (if any)	nected income, and indicating that you are
about Forn affecting F	n W-9, at <i>www.irs.gov.</i> orm W-9 (such as legi	has created a page on IRS.gov for infor /w9. Information about any future devel slation enacted after we release it) will b	lopments	exempt from the FATCA rep Note. If you are a U.S. pers W-9 to request your TIN, yo similar to this Form W-9.	on and a requeste	er olves vou a f	orm other than Form if it is substantially
on that pag Purpos	e of Form			Definition of a U.S. person person if you are:			re considered a U.S.
correct tax; /ou, payme	payer identification nu ents made to you in se	n information return with the IRS must on mber (TIN) to report, for example, incor ttlement of payment card and third par	ne paid to tv network	 An individual who is a U.S A partnership, corporation United States or under the la 	. company, or asy	oclation create	ed or organized in the
ransaction	s, real estate transacti	ons, mortgage interest you paid, acquir y, cancellation of debt, or contributions	sition or	 An estate (other than a for A domestic trust (as define 	eign estate), or id in Regulations	section 301.77	
provide you pplicable,	ir correct TIN to the pe to:	U.S. person (including a resident alien) rson requesting it (the requester) and, a	when	Special rules for partnersh the United States are genera 1446 on any foreign partners	ips. Partnerships ally required to pa s' share of effective	that conduct a y a withholding	trade or business in tax under section
1. Certify be issued	that the TIN you are g i),	iving is correct (or you are waiting for a	number	such business. Further, in ce the rules under section 1446 foreign person, and pay the s	require a partner	shin to oresum	e that a partner is a
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EDEN AREA ROP: SCOPE OF WORK TO CHABOT COLLEGE FOR WORK-BASED LEARNING

1/15/17 - 6/30/17

System Development

Analysis of Chabot Community College (CCC) CPT efforts and consultation with CTE/Pathways Project Manager to develop system that meets the WBL needs of CCC (UP TO 5 DAYS)

- Review of the WBL goals.
- Meet with CCC Business Outreach Liaison and college faculty to determine volume of CCC faculty WBL need.
- Determine faculty existing business connections and WBL activities.
- Research other existing community college WBL programs.
- Meet with CCC counselor's office to determine possible role in WBL program.

Create a system that will record tasks and provide effective communication (UP TO 5 DAYS)

- Establish an on-line system that will effectively maintain and facilitate a working relationship between CCC faculty, CCC Business Outreach Liaison and business partners on all WBL requests and opportunities.
- Identify common definitions for WBL activities.
- Develop course mapping materials to align course curriculum to WBL activity.

Identify evaluation, reporting and accountability systems to ensure collection of WBL data and monitoring of WBL experiences. (UP TO 5 DAYS)

- Identify current data collection methods being used at CCC.
- Establish a comprehensive online data generating process including identifying responsible individuals to facilitate.
- Determine process for identifying and documenting specific desired outcomes of each WBL experience for faculty and business pathway partner.
- Create evaluation process that will continually improve how WBL activities are carried out.

Develop marketing communications plan. (UP TO 3 DAYS)

- Leverage existing CCC grant marketing practices to create online and print materials.
- Research marketing communications practices at other community colleges and adapt accordingly to fit the needs of CCC.
- Create a consistent CCC WBL message for both internal and external partners.
- Develop a PR and media plan that will acknowledge the contributions of business partners.

System Implementation

Work with CCC CTE/Pathways Project Manager and Business Outreach Liaison (UP TO 30 DAYS)

- Interview teachers to map spring school term WBL requests.
- Ascertain specific detail per request including date range, time etc.
- Identify, recruit and manage business partner participation.
- Act as liaison to local chambers of commerce.
- Train WBL Coordinator on all mapping, on-line tracking, communication, evaluation systems.
- Coach WBL Coordinator on faculty interviewing best practices.

\$30,000 BILLABLE HOURLY @ \$85.00 PER HOUR ON A MONTHLY BASIS



DATE:February 2, 2017TO:ROP Governing BoardFROM:Linda Granger, SuperintendentPREPARED BY:Marites Fermin, Business ManagerSUBJECT:Request the Governing Board to approve the Contract with
Vavrinek, Trine, Day & Company, LLP (VTD) for Auditing for
the 2017-2018, 2018-2019 and 2019-2020 School Years

CURRENT SITUATION

The Eden Area ROP would like to renew its contract with Vavrinek, Trine, Day & Company, LLP (VTD) for auditing services. The auditor that is most aligned once again with the Eden Area ROP's needs is VTD. The cost of the audit are as follows:

2017-2018 - \$19,750 2018-2019 - \$20,000 2019-2020 - \$20,250

Every six years VTD changes the audit partner assigned to their client. This change in audit partners, within VTD allows the ROP to conform to the new Education Code requirement (Section 41020(f) (2), which requires a rotation in audit partners and/or accounting firms performing the audit every six years. We have been with the current partner for three years.

CONSENT CALENDAR



January 19, 2017

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

We are pleased to confirm our understanding of the services we are to provide Eden Area Regional Occupational Program (the "ROP") for the year ended 2018, 2019 and 2020. We will audit the financial statements of the governmental activities, the major fund, and the non-major fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Eden Area Regional Occupational Program as of and for the years ended June 30, 2018, 2019, and 2020.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Eden Area Regional Occupational Program's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Eden Area Regional Occupational Program's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Budgetary Comparison Schedules
- 3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress
- 4. Schedule of ROP's Proportionate Share of the Net Pension Liability
- 5. Schedule of ROP Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the ROP's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1. Local Education Agency Organization Structure
- 2. Schedule of Average Daily Attendance, if required
- 3. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
- 4. Schedule of Financial Trends and Analysis
- 5. Note to Supplementary Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Eden Area Regional Occupational Program and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Eden Area Regional Occupational Program is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Eden Area Regional Occupational Program's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Eden Area Regional Occupational Program in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Eden Area Regional Occupational Program; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to State of California, State Controller's Office, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co., LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State of California, State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on a mutually agreed upon date and to issue our reports in accordance with time requirements as specified in the *Standards and Procedures for Audit of California Office*, unless delayed by circumstances beyond the control of the Auditors. Terri Montgomery is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for the audit service will be \$19,750 and \$20,000, and \$20,250 for the fiscal years ended June 30, 2018, 2019, and 2020. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered in three installments throughout the year as work progresses for the annual amount. The final installment will represent the 10% withheld amount pursuant to Education code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the Agency shall withhold fifty percent (50%) of the audit fee for any subsequent year of multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the audit guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the controller as conforming to reporting provisions of the audit guide.

Additional audit fees may be assessed if additional auditing services are provided for (1) any changes in reporting format and/or audit requirements as stated in *Standards and Procedures for Audits of California K-12 Local Educational Agencies*, issued by the California State Controller's Office or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the Organization during the period under this contract, and (3) additional audit procedures required due to the lack of preparation for the audit on the part of the Organization. These fees shall be in addition to the above maximum fee for audit services.

In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all outof-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Annual Report—Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget.

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Standards and Procedures for Audits of California Office*, unless delayed by circumstances beyond the control of the Auditors.

Non-Licensee Owners

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

We appreciate the opportunity to be of service to Eden Area Regional Occupational Program and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Jerie A montgomen

Terri A. Montgomery of VAVRINEK, TRINE, DAY & CO., LLP

RESPONSE:

This letter correctly sets forth the understanding of Eden Area Regional Occupational Program.

Management signature:

Title: _____

Date: _____

YANARI WATSON MCGAUGHEY P.C.

DALE M. YANARI (1947-2004) • RANDY S. WATSON • G. LANCE MCGAUGHEY • DON W. GRUENLER FINANCIAL CONSULTANTS/CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

May 22, 2015

To the Partners of Vavrinek, Trine, Day & Co., LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass. pass with deficiency(ies)* or *fail.* Vavrinek, Trine, Day & Co., LLP has received a peer review rating of pass.

Yonari Watson Mc Gaughey P.C.

Yanari Watson McGaughey P.C.

9250 Exer Contrain Avenue, South 456 Greenwood Villand, Colonado 30112-3647 (303) 792-3020 Fax (303) 792-5153

web site: www.ywmepa.com



DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Eden Area ROP
	125 Plan Revisions

BACKGROUND

In order to insure that the Eden Area ROP plan document complies with recent legislative changes regarding Section 125, we have received the following revisions to our plan document from American Fidelity Assurance Company.

CONSENT CALENDAR

Annual Re-service Letter

Employer Information

Name of Employer: Eden Area Regional Occupational Programs Mailing Address: 26316 Hesperian Blvd Hayward CA 94545 Telephone Number: (510)293-2916 Section 125 Contact Person: Marites Fermin Employer Identification Number: 943158083 Nature of Business: Public School Business Entity Type: Governmental Entity (i.e. C-Corp, Sub S Chapter, Private School, Not-For-Profit etc.) Name of Plan: Eden Area Regional Occupational Programs125 Flexible Benefit Plan (All Employees) Plan Number: 501 Plan Sponsor (if different than employer): Is this plan for a collective bargaining unit? ☐ Yes ☐ No If "Yes", please list the classification of the bargaining unit: ______

Plan Information

Plan Year:

Original Effective Date of Section 125 Plan: 7/1/1999

Upcoming Section 125 Plan Year: 1/1/2017 through 12/31/2017

Eligibility Requirements (time worked required to be eligible for 125 Plan):

Length of Service: First day of employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.

Minimum Number of Hours Worked Per Week: **7.5** Minimum Age: **18** Are retired employees eligible to participate? **No**

Plan Funding:

<u>Non-Elective Contributions</u> (the dollar amount or percentage of premium the employer contributes under the Section 125 plan to pay for the employer's share of the cost of a specific premium OR that the employee can apply towards any benefit offered under the plan):

As determined by appropriate salary and/or compensation commitees and approved by the administration and/or board.

If the employee opts out of coverage, the employee Will receive the non-elective contribution as taxable compensation.

Aside from the above contribution, does the employer provide (or pay) a percentage of the premium of any benefit for the employees? □ Yes □ No If "Yes", please specify the type of benefit and the cost of the premium (specify if the employer provides individual or family coverage):

<u>Elective Contributions</u> (the maximum dollar amount or percentage of compensation an employee can have taken out of their pay to purchase pre-tax benefits for the plan year):

100% of Compensation Per Plan Year

<u>Available Benefits Offered Under the Plan</u> - If adding a carrier, please include the carrier name and a product description such as a group number or policy number. If insurance coverage is blank, there are no available carriers under this plan. The information may need to be updated or the coverage is listed on another plan.

Medical Insurance:

American Fidelity Assurance Company Accident CalPERS

Disability Insurance:

American Fidelity Assurance Company 017 Kind Series

Cancer Insurance:

American Fidelity Assurance Company C-5 and all subsequent plans Dental Insurance:

Delta Dental

Vision Insurance:

Vision Service Plan

<u>Group Term Life Insurance:</u> (includes group and individual term life meeting Section 79 requirements)

American Fidelity Assurance Company 5 Year Term Life Insurance Company of the SW Variable Annuity Life Nationwide American Life and Casuality U S Life Great American Life Western-Southern Life Assurance Company Northern Life Insurance

If group term life is available, the plan participant may not exceed \$50,000 (the cost of amount in excess of \$50,000 is taxable to the participant)

MCP # 38343 Plan # 501 Effective Date: 1/1/2017 CA

Please comp	lete the	following:
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Does your employer provide group term life to its employees? 🗹 Yes	🗆 No
Do all employees have the same face amount? Yes No	
If "Yes", what is the face amount for each employee?	

Flexible Spending Accounts:

Dependent Day Care Reimbursement:

Minimum Contribution Per Plan Year: **\$ 0** Maximum Contribution Per Plan Year: **\$ 5000** Recordkeeper: **American Fidelity Assurance Company** Eligibility for Coverage (if different than plan eligibility):

Medical Expense Reimbursement:

Minimum Contribution Per Plan Year: **\$ 0** Maximum Contribution Per Plan Year: **\$ 2500** Recordkeeper: **American Fidelity Assurance Company** Are Debit Card's available? **No** Eligibility for Coverage (if different than plan eligibility):

Does the Employer allow for the Grace Period? No

Does the Employer allow for the \$500 Carryover Provision? Yes

If you would like to change the above information for the Medical Expense Reimbursement plan, please select one of the following options:

We elect to allow for the Grace Period

We elect to have the Carryover Provision of up to \$500

We do not elect the Carryover Provision or the Grace Period

Health Savings Account:

HSA Trustee: N/A

Limited Purpose Medical Expense Reimbursement Account available? No

Document Review

- THERE ARE NO CHANGES TO THE DOCUMENT INFORMATION
- □ THE NECESSARY REVISIONS HAVE BEEN MADE TO THE DOCUMENT
- INFORMATION. THE REVISIONS ARE TO BE EFFECTIVE
- AMERICAN FIDELITY IS NO LONGER OUR SECTION 125 PROVIDER EFFECTIVE

If changes are necessary to your plan document:

□ Please send the completed plan document(s) to me via *e-mail* at the following e-mail address: (please print clearly) mfermin@edenrop.org

(To avoid downloading a computer virus, be aware that the documents will be sent as an e-mail attachment with the Subject Line of: Eden Area Regional Occupational Programs Section 125 Plan Document)

□ I am unable to utilize the option above. Please mail the completed plan document(s) to me.

The employer should be aware that under Internal Revenue Service regulations, the Section 125 Plan should be in writing and adopted prior to the beginning of the plan year if there are any changes from the previous signed version.

If you should experience changes to your Section 125 Plan during the plan year (such as adding or deleting a benefit, a change in the plan year, change in funding, etc.), please contact the Section 125 Department at <u>WG-AcctAdmin-S125@AmericanFidelity.com</u> or by phone at (800) 662-1113 ext. 8904

*I have reviewed the above information and find it accurate to the best of my knowledge.

Employer Signature

2016

* If you have questions regarding the information contained on your plan document, please contact the Section 125 Department at (800) 662-1113 ext. 8904.

For Home Office use only: Eden Area Regional Occupational Programs (CA) MCP #38343 Plan #501 Plan Year: 1/1/2017



A member of the American Fidelity Group«

1/7/2016

Marites Fermin Eden Area Regional Occupational Programs 26316 Hesperian Blvd Hayward, CA 94545

Re: Section 125 Flexible Benefit Plan

Dear Marites Fermin,

Thank you for selecting American Fidelity Assurance as your Section 125 plan provider. The following information is provided to assist you in maintaining your tax-exempt program for your employees. If your Section 125 plan does not include Section 79 life insurance or does not have participants that purchase more than \$50,000 of Section 79 life insurance, then please disregard this notice.

Section 79 of the Internal Revenue Code allows an employer to provide an employee with up to \$50,000 of group term life insurance without income tax consequences if it meets certain requirements. According to our records, your Section 125 plan contains term life insurance which must meet the requirements of Internal Revenue Code Section 79 as a qualified benefit option. Should the total amount of term life insurance on an employee(s), either provided by the employer or purchased by the employee(s) under the Section 125 plan, exceed the maximum allowed by the Internal Revenue Service, it would be necessary to tax the employee(s) on the premium for the portion of the term life insurance that exceeds \$50,000. For a more complete explanation of Section 79 taxation, please refer to Internal Revenue Service Publication 15 B which may be downloaded from their website at <u>www.irs.ustreas.gov</u> or consult your tax or legal advisor.

Enclosed is a worksheet you may use to calculate the taxable income amount for employees whose combined face amount exceeds \$50,000 of employer provided term life insurance. The taxable portion of the premium for the combined coverage must be paid for by the employee from after-tax income or must be reported as taxable income, and FICA tax must be withheld and matched on the taxable amount. Please note that recent changes to the IRS Proposed Regulations pertaining to Section 125 Plans now require that the employer use the Table I rates (instead of the higher of the Table I rates or the actual cost of the insurance) in determining the taxable amount.

If you have any questions concerning the worksheet or your plan, please do not hesitate to contact our office at (888) 306-8424.

Sincerely,

American Fidelity Assurance Company Section 125 Department

ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Proposal for
	School Services of California to Provide Services to the ROP
	Coalition Members

BACKGROUND

Fourteen ROPs have come together to form a Coalition which will be represented by Nancy LaCasse and Michelle Underwood from School Services of California. They will work with legislators to create a bill for direct funding for Joint Powers Agency ROP members.

CURRENT SITUATION

Funding for ROPs has been an ongoing issue for many years. Direct funding was granted at one time by the state, then came the economic downturn and all funding for K-12 was reduced in 2008. In 2013, CTE/ROP funds were folded into the Local Control Funding Formula making JPAs depend on districts for all funding.

The total cost of the services for the ROP/JPA Coalition is \$60,000 for January 1 to December 31, 2017. The cost of services will be shared equally among the 14 ROP/JPA Coalition members for an estimated cost of \$4,285.71 per member.

MetroED will serve as the lead agency of the ROP/JPA Coalition and will invoice each member for their share of the membership.

RECOMMENDATION

It is recommended that the Governing Board approve the proposal for School Services of California to provide services to the ROP Coalition members.

Career Technical Education Funding Initiative Proposal for Legislative Services

Date of submission: December 13, 2016

Prepared by:

School Services of California, Inc. 1121 L Street, Suite 1060 Sacramento, CA 95814 916-446-7517

Nancy M. LaCasse, Associate Vice President nancyl@sscal.com 916-446-7517 ext. 1130



Public Education's Point of Reference for Making Educated Decisions.



December 13, 2016

1121 L Street Suite 1060 Sacramento California 95814 TEL: 916 . 446 . 7517 FAX: 916 . 446 . 2011 www.sscal.com Ms. Alyssa Lynch Superintendent Metropolitan Education District 760 Hillsdale Avenue San Jose, CA 95136

Dear Ms. Lynch:

Thank you very much for the opportunity to provide a proposal for legislative advocacy services on behalf of the Joint Power Agencies that operate Career Technical Education programs and to advocate for legislation that will provide permanent and direct funding. We would be honored to represent this new Coalition and assist them in working on sponsored legislation.

We believe our company's combined long-standing relationships with California's key state and federal policymakers and decades of legislative expertise would be a great benefit to the Coalition. Toward that end, we are pleased to provide a proposal that outlines the services we can offer.

We understand this proposal would be funded through contributions of your organization along with other Joint Power Agencies seeking permanent and direct Career Technical Education funding. Please find attached a proposal that highlights our services and the staff who would be assigned to work with you on this important project. Please contact us if you have any questions.

Sincerely,

nancy Malaue

Nancy M. LaCasse Associate Vice President

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Executive Summary

For 40 years, School Services of California, Inc., (SSC) has served virtually every California school district and county office of education (COE) in meeting their management, governance, advocacy, or fiscal responsibilities. Supporting the effective administration of California's public schools has always been the firm's primary mission and field of expertise. As a result, we have played an integral role in the development and implementation of almost every major education policy and fiscal issue at the state, federal, and local level.

Our team of respected professionals is well versed on school policy and fiscal issues, which places us in the important role of serving as one of only a handful of Sacramento firms that function as a trusted key resource to members of the State Legislature and the Administration on the practical impacts of proposed legislation and State Budget proposals on public education. We also have a unique combination of professional staff that includes the state's foremost governmental relations team, as well as the state's acknowledged experts in the area of public education policy, finance, business affairs, and collective bargaining. The SSC team allows us to provide a combination of services that is unmatched by any other firm.

If selected, we will develop a campaign for sustained career technical education funding and direct funding for Joint Power Agencies that provide Career Technical Education. This entails developing position papers, factsheets, drafting legislation, state advocacy through communicating with legislators, the Governor's office, and other key policymakers. We will also work closely with member Career Technical Education Joint Power Agencies to communicate our activities and accomplishments through conference calls, meetings, and email updates.

We would propose a monthly retainer fee of \$5,000, plus actual pre-approved expenses for the period of January 1, 2017 to December 31, 2017, with a 60 day cancellation clause.



Firm's Personnel Experience

SSC was founded in 1975 by Ken Hall, former Deputy Director of the Department of Finance (DOF) during the Reagan administration. Since 1999, our company has been led by its current Chief Executive Officer, Ron Bennett and President John Gray. During its evolution from a small sole proprietorship to a full-service diversified company of 30 dedicated professionals, SSC has also become employee owned. Much of the strength of the company is found in the active participation of every staff member in providing the highest quality, value, and service to each and every client. Our leadership team and staff members come from the ranks of California state government and school business officials. They are seasoned executives with the skills, talents, and abilities to solve problems effectively because they have walked in the shoes of the client.

SSC's advocates have broad experience in working directly with the Legislature, and our strengths include being able to mobilize divergent groups around complex and sometimes divisive issues. Our legislative staff understands the intricacies of the legislative process, and more importantly, the politics of the State Capitol. Finally, we have exceptional working relationships with the statewide educational organizations and have the ability to bring the appropriate parties to the table.

In order to fully support the needs of the Coalition, we propose an SSC team that includes two members of our governmental relations division—Nancy M. LaCasse and Michelle McKay Underwood.

As Associate Vice President of SSC, Nancy M. LaCasse has provided legislative consulting and advocacy services on behalf of school districts and COEs throughout California for nearly three decades. In that time, she has been at the forefront of several major K-12 education reform efforts, including career technical education, school facilities, education technology and school safety. Her experience in public education policy and finance, coupled with her longstanding relationships with legislators, legislative staff, and other Capitol insiders is unparalleled. She often serves as a resource for legislators, legislative staff, and state agencies, and is called upon by other state educational organizations for her expertise on state and federal education funding issues.

As you know, Nancy also represents the Metropolitan Education District and has worked on legislation impacting career technical education for many years. In this capacity, she successfully advocated to ensure the District was eligible to receive deferred maintenance and school facility modernization funding. She developed legislation to redesign career technical education and brought together a diverse stakeholder group to advocate for permanent dedicated funding for career technical education programs.

Michelle McKay Underwood, Director, Governmental and External Relations, has been with SSC since 2006 and provides legislative advocacy services on behalf of SSC legislative clients by representing their interests in front of the Legislature, Administration, and various state



departments in Sacramento. She actively advocates on behalf of school districts and associations, including serving as the lead advocate for Association of California Community College Administrators (ACCCA) and Schools for Sound Finance [(SF)2], as well as representing Oakland Unified School District (USD) and Fresno USD. Prior to joining SSC, Michelle served as Membership Director for the California Coalition for Youth, an advocacy association of nonprofit organizations.

Proposed Method to Accomplish Work

As legislative advocates, the first step will entail working with member Career Technical Education Joint Power Agencies (JPAs) to design legislation and to develop a detailed legislative plan of action.

Creation of Advocacy Plan of Action: Winter 2017

As soon as possible, we will draft the position paper, talking points, factsheets, and establish a calendar of activities. We will suggest a timeline and activities that we believe will be critical to our efforts. These documents will be the cornerstone of our representation services.

A Presence in Sacramento—Winter 2017/Spring 2017

With a strong legislative position paper in hand, we will arrange Capitol visits and meetings with legislators, members of the Administration, and leaders in state government. We will include Coalition members in those meetings. We will schedule and meet with newly elected legislators with the goal of developing a cadre of elected officials who will work with us in support of our Career Technical Education sustained funding legislation.

Legislation—2017/2018

Once we have identified our key legislative supporters, we will seek a legislative informational hearing regarding the state of Career Technical Education in California. We will sponsor legislation that provides sustained funding for Career Technical Education and direct funding to JPAs. We will work to secure an author of the bill, build support from stakeholder groups and the Brown Administration, and advocate as the bill moves through the legislative process.

Advocacy includes, but is not limited to, meeting with legislators of the various legislative committees where the bill will be heard, arranging for testimony at the committee hearings, working with committee staff on the analysis, securing support letters from stakeholders, testifying at committee hearings, and communicating with Coalition members.

We will develop an appropriate schedule of in-person or conference call meetings with Coalition members.



Communication—Throughout

Real-time, often daily, access to our team and corresponding access by our team to the Coalition's point person is fundamental to our services. We will provide our personal cell phone numbers and use email, phone calls, personal visits, and meetings to keep you informed.

We will keep you up to date on the broader range of issues that are working their way through the Capitol. This will help you to see the state's competing priorities and how our bill might compare in a broader sense. We will also coordinate messaging with the public relations effort.

Fair Political Practices Expertise and Reporting—Quarterly

Fair Political Practices Commission (FPPC) reporting is legally required. To avoid mistakes and the imposition of an administrative burden on the Coalition, we will gather the information and perform the FPPC reporting services.



Statement of Impartiality/Conflict

We take great pride in ensuring our clients have common interests to avoid conflict of interest. At least four of our lobbyists are in the state Capitol on any given day and we maintain a strong presence in Committee hearings. We are very selective regarding who we represent in order to avoid a conflict of interest.

We have not had any legislative conflicts in the past and do not believe the interests of our current clients would conflict with those of this Coalition. In the spirit of full disclosure, we are providing our list of legislative clients. SSC provides legislative advocacy or legislative consulting services to the following clients:

- Alhambra Unified School District
- Association of California Community College Administrators (ACCCA)
- Beaumont Unified School District
- California Interscholastic Federation (CIF)
- California School Funding Coalition (CSFC)
- CalSTRS Funding Coalition
- Clovis Unified School District
- Coalition for Adequate Funding for Special Education (CAFSE)
- Corona-Norco Unified School District
- Early Edge California
- Education Mandated Cost Network (EMCN)
- Fresno Unified School District
- Imperial County Office of Education
- Kern County Superintendent of Schools
- Metropolitan Education District
- Monterey County Office of Education
- Oakland Unified School District
- Orange County Department of Education
- Public Agency Retirement Services (PARS)
- Poway Unified School District
- Riverside County Superintendent of Schools
- Sacramento City Unified School District
- San Bernardino County Office of Education
- San Diego County Office of Education
- Santa Clara County Office of Education
- Santa Rosa City School District
- Schools Excess Liability Fund (SELF)
- Schools for Sound Finance [(SF)²]
- Torrance Unified School District



Cost Estimate

Throughout this proposal, we have detailed a level of service that we think is appropriate. This is the level of service we would want to have if our positions were reversed.

No matter the hours, SSC is committed to accomplishing a goal. Our team works until the job is done. We propose a contract for January 1, 2017, through December 31, 2017. We propose a monthly retainer of \$5,000, plus actual expenses that are pre-approved by the Coalition point person. If this meets with your approval, please have the appropriate person(s) sign the Agreement and return to our office. Again, thank you for your consideration.



Client #____/S70

P.O.#_____

AGREEMENT FOR SPECIAL SERVICES

Legislative Consulting and Advocacy

This is an Agreement between the **METROPOLITAN EDUCATION DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA**, **INC.**, hereinafter referred to as "Consultant," entered into as of January 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding advocacy on its behalf; and,

WHEREAS, Consultant, is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

- 1. Consultant agrees to perform the following services on behalf of the Client:
 - a. Draft position paper, talking points, factsheets, and establish a calendar of activities regarding establishing a permanent funding source for Career Technical Education and direct funding for Joint Power Agencies that offer Career Technical Education programs. Establish a timeline of activities that are critical to our efforts.
 - b. Represent and advocate on behalf of Client, including drafting legislation to establish permanent funding for Career Technical Education and direct funding for Joint Power Agencies that offer Career Technical Education programs. The Consultant shall represent the Client before state policymakers and agencies, including, but not limited to, the State Legislature, State Legislative Budget and Budget Subcommittees, the Governor's Office, the California Department of Finance, and other state departments, as appropriate.
 - c. Communicate through email and telephone with Coalition members regarding Consultant efforts in a timely manner. Attend and participate in meetings with Coalition members as requested.
- 2. Nancy M. LaCasse, Associate Vice President, shall be the primary consultant assigned to the contract. Michelle McKay Underwood, Director of Governmental Relations and External Relations shall serve as secondary contact for the duration of this contract. The Client agrees to pay Consultant for services rendered under this Agreement the sum of \$5,000 monthly for



the term of the contract, plus pre-approved expenses, not to exceed \$1,000 annually. "Expenses" are defined as actual out-of-pocket expenses such as travel, meals, shipping, and duplication of materials.

- 3. This Agreement shall be for the period of one year, beginning January 1, 2017, and terminating December 31, 2017. It may be terminated by either party prior to December 31, 2017, with thirty (30) days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation under Item 2 above.
- 4. It is recognized by both parties that Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.
- 5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY:

		DATE:	
-	ALYSSA LYNCH		
	Superintendent		
	Metropolitan Education District		
BY:			
		DATE:	
-	NANCY M. LACASSE		
	Associate Vice President		
	School Services of California, Inc.		
		DATE	
-	ROBERT D. MIYASHIRO		

Vice President School Services of California, Inc.



Information Items



ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Sheila Lawrence, Assistant Director of Off-site Programs
SUBJECT:	CDE Course Review-Sports Marketing

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: Sports Marketing, 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

SCHOO	<u>ol dis</u> '	TRICT:	EDEN /	AREA ROP		LOCATION:		Castro Valley	<i>i</i> High,	Hayward High
PROGF	RAM:	Sports	Marketir	ng		INSTRUCT	-	(HH)	ephens	s (CV), Rick Charles
Course Name				Enrollment as c		Enrollme			E	nrollment as of 13/14
		L .: (0)	^	Year to Dat	e	Ye	ear to Date	9		Year to Date
		rketing (CV)		<u> </u>			41 53			<u> </u>
Commen		irketing (m	1)	54			55			40
•	\boxtimes]YES [NO	nt: Class enrollme		Ū.	eed mas	ster schedule for	offsite a	nd staffing.
		tion rate (A	ctive Enro	Iment divided by Y		1				
Text Boo		NO				Author: N/A		Edition:		
NO.	YES	NO		MENT – Course r	nooto ourro	nt or futuro lobor	markat	2011/2		
1.	×			LASS SCHEDULI Period/Block Varies		SECTIONS PER YEAR: 1-2	MI Se	INS PER ECTION: /90 Mins		PECTED MINIMUM DENTS PER SECTION:
										25+
2.	×		AVAILA	BILITY OF QUALI	FIED INST	RUCTOR – Quali	ified/ Cr	edentialed Instru	uctor tead	ching course.
3.	×		work wit	n their counterparts	s in other p	rograms.				system improvements and
4.	×		aspects	of industry.						n and understanding of all
5.	×		of course	es, career pathway	/s, etc.				-	ned as part of a sequence
6.	x		 ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. Yes, instructor was present at advisory meeting and minutes are on file at ROP No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance. Comments: 							
7.	×			MARKET NEEDS	– Course r	neets current or f	uture la	bor market need	S.	
8.	×		trips, mo	ck interviews, or st	udent orga	nizations)			,	.e. guest speakers, field
9.	×			NITY CLASSROC ity classroom and						urse incorporates os, or job shadowing)
10.	×		level pos	itions or course pr	epares stud	dents for further tr				ent job placement in entry esigned career pathway.
11.	x		Dist	IES AND EQUIPN rict will provide a fa ROP will provide a rict shares cost of	acility which facility whic	n adequately accord	commod	lates the prograr		
OTHER	CONSID	ERATIONS	S:							
🗌 A-G	Credit f	or UC						State and Natio	onal Lice	nsing or Certification
Community College Articulation -							0			
Dual Enrollment Emerging Technologies -										
COMPLI	AN <u>CE C</u>	ATEGORII	ES							
	<u>Retain</u> : Progra	m	W - <u>V</u> All criteria areas that	/atch Program : not met. See need to be with.	Criteria is	Probation: not being met. in danger of	Prog	R – <u>Reduce</u> g<u>ram</u>: Downsizin _Iram.	ng	S/T - Suspend/ Terminate program.

ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Sheila Lawrence, Assistant Director of Off-Site Programs
SUBJECT:	DECA Northern California Conference

BACKGROUND

Students are encouraged to participate in career and 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 2016-2017 DECA Northern California Career Development Conference was held January 13-15, 2017 at the San Ramon Marriott. Over 100 students from the Eden Area ROP DECA Chapters attended this conference, winning top honors in many categories.

CURRENT SITUATION

In addition to the regional competition, students have the opportunity to compete at the State and International levels. March 2-5, 2017, students from all over the State of California will attend the DECA State Career Development Conference in Santa Clara, California. Students who excel in their competitive events will qualify to compete in the DECA International Career Development Conference which will be held in April in Anaheim, California.

RECOMMENDATION

Information only

Action Items



ZEdenAreaROP

DATE:	February 2, 2017
то:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Adoption of
	Resolution 1 16/17: Retirement: Gary Howard

CURRENT SITUATION

The attached Resolution 1 16/17 recognizes Gary Howard on the occasion of his retirement for dedicated and compassionate service to the Eden Area ROP students and extends appreciation for his service.

RECOMMENDATION

It is recommended that the Governing Board approve the Adoption of Resolution 1 16/17: Retirement: Gary Howard.



Retirement: Gary Howard

WHEREAS, Mr. Gary Howard has served on the Eden Area ROP Governing Board for 3 years; and

WHEREAS, Mr. Gary Howard has served as Governing Board president for 2 years; and

WHEREAS, Mr. Gary Howard supported and implemented the Eden Area ROP's mission 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.

WHEREAS, Mr. Gary Howard has been instrumental in providing career technical education and academic support to the students of the four participating school districts of the Joint Powers Agreement (JPA): Castro Valley, Hayward, San Leandro and San Lorenzo School Districts; and

WHEREAS, Mr. Gary Howard has served with great distinction; and

WHEREAS, Mr. Gary Howard has been a warm, thoughtful, honorable and dedicated Governing Board President and friend with a compassionate heart for the students and staff of the Eden Area ROP; and

WHEREAS, Mr. Gary Howard has decided to retire from the Board on December 8, 2016;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby commend Mr. Gary Howard and express their sincere appreciation for his significant service to the Eden Area ROP; and

BE IT FURTHER RESOLVED, that the ROP Governing Board extends the very best wishes and congratulations to Mr. Gary Howard and that a copy of this resolution be presented to him as an expression of great esteem and gratitude.

PASSED AND ADOPTED this 2nd day of February 2017.

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Linda Granger, Superintendent Eden Area ROP Governing Board

ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the Governing
	Board Reorganization

BACKGROUND

Annually, in February, the Governing Board selects a Board President and Vice-President to perform the duties as specified in the Government Code.

CURRENT SITUATION

Now that reorganization of the members' districts has been completed, the Eden Area ROP Governing Board will select a President and Vice-President to serve from March 2017 through February 2018. All members of the current Governing Board are eligible for election.

RECOMMENDATION

It is recommended that the Governing Board elect their new officers at tonight's meeting and approve the Governing Board Reorganization.

ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
PREPARED BY:	Marites Fermin, Business Manager
SUBJECT:	Request the Governing Board to approve the Budget
	Development Calendar for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP, like all public educational institutions, must follow Education Code 42127 including the responsibility to develop a budget calendar that will guide the district through the fiscal year.

As a requirement all Local Educational Agencies (LEAs) must adopt a budget by July 1 of each year. County superintendents are required to examine the adopted budget for each school district in the county and the State Superintendent of Public Instruction (SSPI) is required to examine the adopted budget for each county office of education. Budgets are examined for compliance with state adopted criteria and standards, to identify technical corrections needed, and to determine whether the budget will allow the LEA to meet budget year and multiyear financial commitments. Budgets must be approved or disapproved by specified dates.

CURRENT SITUATION

The Education code 42127 requires all school districts to adopt a budget calendar that complies with the State of California budget cycle. Items required for budget adoption in the state law are to publish a notice and agenda of public hearing on the budget. Determine the budget adoption methodology, either single or dual adoption process. The final budget must be adopted with a criteria and standards and revised within 45 days of the adoption of the State budget.

Tonight, a presentation will be made to discuss the budget calendar.

RECOMMENDATION

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

2EdenAreaROP

Budget Development Calendar

Preparation for 2017-2018 Budget

(in progress during the 2016-2017 school year)

PHASEI	
Thursday, September 01, 2016	Board approves 2015-2016 Audited Actuals
Thursday, December 08, 2016	Board approves 2016-2017 First Interim Report
Tuesday, January 17, 2017	Governor's Budget - Sacramento
Monday, January 23, 2017	(Current 2016-2017) discussion with administrators – Discuss classes of concern
Monday, January 30, 2017	Define Budget priorities
Monday, January 30, 2017	Intent to return letter sent to staff
Tuesday, January 31, 2017	Business Manager develop Budget assumptions and goals
Tuesday, January 31, 2017	Distribute current budget information and forms to staff
Thursday, February 02, 2017	Board approves Budget Calendar for 2017-2018
Friday, February 03, 2017	Administrators develop class projections for 2017-2018
Friday, February 10, 2017	Intent to return letters due back to Personnel
Monday, February 13, 2017	Administrators submit their proposed budgets to Business
Monday, February 13, 2017	Administrators discuss and recommend new programs and programs to be terminated
Tuesday, February 14, 2017	Superintendent and Business Manager review all budgets
Friday, March 03, 2017	Step and Column and professional growth calculated and distributed to administrators
Monday, March 06, 2017	Administrators meet and discuss budget and equipment requests
Friday, April 07, 2017	Budget presented to the Coordinating Council
PHASE 2	
Friday, April 21, 2017	All outside contracts renewed for 2017-2018
Friday, April 28, 2017	Purchase Orders closed for 2016-2017
May 2017	Governor's Revised Budget
Thursday, May 04, 2017	First Reading of Budget to the Governing Board
Monday, May 08, 2017	Teachers' contracts sent out
Friday, May 19, 2017	Teachers' contracts returned
Friday, June 02, 2017	Conduct Public Hearing
Friday, June 02, 2017	Approval of the 2017-2018 Budget by Governing Board
Monday, June 12, 2017	Budget released for instructional staff
Friday, June 30, 2017	File SACS budget documents with County Superintendent of Schools
PHASE 3	
Friday, August 04, 2017	Update District revenues when State Adopts Budget
Thursday, September 07, 2017	Review 2016-2017 Unaudited Actuals and Ending Fund Balances
Monday, September 18, 2017	Update Beginning Fund Balances
PHASE 4	
Tuesday, August 15, 2017	45 Days after Board adopts revised budget based on final State Budget, as needed
	· · · · · · · · · · · · · · · · · · ·
PHASE 5	
Thursday, December 07, 2017	First Interim Report 2017-2018
Thursday, March 01, 2018	Second Interim Report 2017-2018

ZEdenAreaROP

DATE:	February 2, 2017
TO:	ROP Governing Board
FROM:	Linda Granger, Superintendent
SUBJECT:	Request the Governing Board to approve the adoption of
	Resolution 2-16/17: Career and Technical Education Month
	(February)

CURRENT SITUATION

February has been designated as Career and Technical Education Month by the Association for Career and Technical Education (ACTE). Attached Resolution 2-16/17 recognizes the month as a celebration of the vital impact career and technical education makes upon our students' lives, our business and technical communities and the economic development of our country.

Once adopted, Resolution 2-16/17 will be sent to local and state officials to increase awareness.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 2-16/17: Career and Technical Education Month (February).



Resolution No. 2-16/17

Career and Technical Education Month: February

WHEREAS, February has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

WHEREAS, career and technical education provides Americans with a school-to-careers connection that is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

WHEREAS, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Eden Area Regional Occupational Program does hereby recognize February as

CAREER AND TECHNICAL EDUCATION MONTH

and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

PASSED AND ADOPTED by the following called vote this 2nd day of February 2017.

AYES: NOES: ABSTENTIONS: ABSENT:

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



DATE:February 2, 2017TO:ROP Governing BoardFROM:Linda Granger, SuperintendentPREPARED BY:Marites Fermin, Business ManagerSUBJECT:Request the Governing Board to approve the MOU with San
Lorenzo Unified School District for Student Transportation for
the 2016-2017 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students with the participating districts and outside vendors. Hayward Unified have transported Eden Area ROP' students from San Leandro, San Lorenzo and Hayward school districts.

CURRENT SITUATION

During the second quarter of fiscal year 2016-2017, Hayward Unified inquired about identifying other bussing options to service the other school districts. In December 2016, San Lorenzo Unified agreed to start bussing their students. This MOU between San Lorenzo Unified School District and Eden Area ROP will provide daily transportation services to and from the ROP Center and San Lorenzo Unified School District high schools.

RECOMMENDATION

It is recommended that the Governing Board to approve the MOU with San Lorenzo Unified School District for student transportation for the 2016-2017 school year.

MEMORANDUM OF UNDERSTANDING BETWEEN EDEN AREA REGIONAL OCCUPATIONAL PROGRAM AND SAN LORENZO UNIFIED SCHOOL DISTRICT 2016-17 TRANSPORTATION AGREEMENT

This is an agreement ("Agreement") between the Eden Area Regional Occupational Program (ROP) ("Eden Area ROP") and the San Lorenzo Unified School District ("District"), for the District to provide transportation to District students attending Eden Area ROP to and from: (1) such students' home school of either San Lorenzo High School, Arroyo High School, or East Bay Arts High School, and (2) Eden Area ROP campus located at 26316 Hesperian Blvd. Hayward, CA 94545, as agreed-upon and on agreed-upon calendar days. District and Eden Area ROP are sometimes hereinafter collectively referred to as the "Parties" or each individually as a "Party."

The term of this Agreement is from January 1, 2017, through June 30, 2017, provided that the District may delay the commencement date of the term in the event that the District is unable to secure bus drivers necessary to perform District's obligations under this Agreement, as determined by the District in its sole discretion. 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.

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.

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.

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.

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.

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.

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.

The annual cost of transportation services under this Agreement shall be One Hundred Twenty-Four Thousand Dollars (\$124,000). Eden Area ROP shall be responsible to pay the District the total sum of Sixty-Two Thousand Dollars (\$62,000.00) for the six-month term of this Agreement, to be paid in six (6) equal monthly payments of \$10,333.33 per month. Said amount shall be prorated in the event that the District elects to delay the commencement date of the term as set forth herein. The District shall provide periodic invoices to Eden Area ROP for all amounts due hereunder. 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.

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.

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.

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.

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: le entre 29/16 Annette Heldman

Assistant Superintendent, Business Services San Lorenzo Unified School District

Signed: Date: 10-17 Linda Granger

Linda Granger Superintendent Eden Area Regional Occupational Program (ROP)

SLzUSD Board Approval Date: December 20, 2016

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