

GOVERNING BOARD MEETING AGENDA

Thursday, May 5, 2016 5:30 pm

Location: 26316 Hesperian Blvd. Hayward, CA 94545

Website: www.edenrop.org

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



Governing Board Members

Gary Howard, President Lisa Brunner, Vice-President Janet Zamudio, Member Vince Rosato, Alternate Castro Valley Unified School District Hayward Unified School District San Lorenzo Unified School District San Leandro Unified School District

Mission Statement

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



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

Date: Thursday, May 5, 2016

Time: 5:30 p.m.

AGENDA

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

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

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

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

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

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

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- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of April 7, 2016 (pages 4-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 11-14)
- C. Request the Governing Board to approve the Personnel Actions (pages 15-16)
- D. Request the Governing Board to approve the MOU between the Eden Area ROP and HUSD through the Hayward Promise Neighborhood Partnership for the Summer Rising Academy (pages 17-19)
- E. Request the Governing Board to approve the Contract with John Peters for the First Responders Program (pages 20-26)
- F. Request the Governing Board to approve the Agreement with Fresno County Office of Education to provide Direct Support Professional Training (pages 27-35)
- G. Request the Governing Board to approve the Subaward Agreement with California State University East Bay for the Hayward Promise Neighborhood (pages 36-62)

VII. INFORMATION ITEMS

- A. CDE Course Review-Retail Floral Design/Event Planning (pages 63-64)
- B. WASC Action Plan-First Year Report (page 65)

VIII. ACTION ITEMS

- A. Request the Governing Board to approve the adoption of Resolution 6-15/16: Day of the Teacher (pages 66-67)
- B. Request the Governing Board to approve the adoption of Resolution 7-15/16: Classified Employees Week (pages 68-69)
- C. Request the Governing Board to approve the adoption of Resolution 8-15/16: Temporary Borrowing Between Funds (pages 70-71)
- D. Request the Governing Board to approve the adoption of Resolution 9-15/16: Year End Budget Transfers of Funds (pages 72-73)
- E. Request the Governing Board to approve the adoption of Resolution 10-15/16: Authority to Sign Contracts for the 2015-2016 Fiscal Year (pages 74-75)
- F. Request the Governing Board to approve the adoption of Resolution 11-15/16: Delegation of Powers to Agents for the 2015-2016 Fiscal Year (pages 76-77)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

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- A. Public
- B. ROP Governing Board

XI. Recess to Closed Session

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

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

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

XIII. Adjournment

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board April 7, 2016

I. Call to Order

Trustee Gary Howard, called the meeting to order at 5:35 p.m. on Thursday, April 7, 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:

Gary Howard, President Castro Valley USD Vince Rosato, Member San Leandro USD Penny Peck, Alternate San Lorenzo USD

Eden Area ROP Governing Board Absent:

Lisa Brunner, Vice President Hayward USD
Janet Zamudio, Member San Lorenzo USD

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Craig Lang Director

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

Evan Goldberg Grant Coordinator

ROP Staff in Attendance:

Christina Charlton Marketing Program Instructor

Gabriela Juarez Superintendent's Administrative Assistant

Deborah Maynard Marketing Program Instructor

Kristel San Miguel High School Liaison Audra Muñoz Career Counselor

Romy Shivers Marketing Program Instructor
Michelle Stephens Marketing Program Instructor
Deborah Taylor Medical Careers Instructor

Others Present:

Students of the Month and their families Alfredo Mathew, NFTE Regional Director

III. Pledge of Allegiance

Qichen Liang led the Pledge of Allegiance.

IV. Mission Statement

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Jaeshanae Battle read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Vince Rosato moved to approve the agenda. Trustee Penny Peck seconded the motion. By the following vote, the agenda was approved.

AYES: 3 (Howard, Peck, Rosato)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Brunner, Zamudio)

VI. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as Students of the Month for April 2016:

Glenn Verano San Lorenzo High Business Ownership
Jaeshanae Battle San Leandro High Medical Careers
Nashay Gaines Hayward High Marketing
Qichen Liang San Leandro High Marketing
Elena Gutierrez Mt. Eden High Marketing

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

VII. Consent Calendar

Trustee Vince Rosato moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of March 3, 2016
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Quarterly Report on William Act Complaints and Resolutions
- E. Approve the Roster of Public Agencies Filing
- F. Approve the Revised MOU for Data Sharing

Trustee Penny Peck seconded the motion.

AYES: 3 (Howard, Peck, Rosato)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Brunner, Zamudio)

VIII. Information Items

A. NFTE Update

Sheila Lawrence, Assistant Director of Offsite programs, introduced Alfredo Mathew to present about the Network for Teaching Entrepreneurship (NFTE). Alfredo is the NFTE Regional Director of the Bay Area. He shared that NFTE is a nonprofit organization that was founded in 1987 and has served over 600,000 students. There are 23 locations in 10 countries. The goal of NFTE is trying to solve the problem of youth unemployment. There is a disconnect between public education and the workforce. NFTE's solution to this problem is through entrepreneurship.

Mr. Mathew explained that NFTE just received \$10 million from the Diana Davis Spencer Foundation that will be used to overhaul the NFTE model. Currently, NFTE's model is classroom entrepreneurship curriculum and business plan competition. The changes will be creating a blended learning model. It will be a sequence of business courses that will culminate in an industry certification. The program will go from serving 15,000 students to 200,000 students. Mr. Alfredo is excited about the partnership with ROP as the Bay Area is key in the industry.

NFTE connects high poverty communities to the innovation economy. Different from DECA, NFTE only works with districts where 50% or more of the students are on free or reduced lunch. He shared that before becoming a Director, he was a teacher for 14 years. His goal as a teacher was to get students to college. Mr. Alfredo found that students didn't persist in college because they weren't knowledgeable in financial literacy and didn't have social capital. If we can give young people access to the innovation economy they can start planning for the future.

Eden Area ROP students in classes with NFTE curriculum will have the opportunity to participate in several upcoming competitions. The winners of the regional finals will be have the opportunity to meet the President.

B. High School Liaison Report

Sheila Lawrence, Assistant Director of Offsite Programs, introduced our new High School Liaison, Kristel San Miguel, to present to the Board. Ms. San Miguel shared that annually all sophomores from the four participating districts come tour the ROP campus to have the opportunity to see all the classes to make a selection for their junior or senior year. Over a four-month period, 2,824 sophomores from seven comprehensive high schools in the four districts we serve toured the Eden Area ROP campus.

Ms. San Miguel also reviewed her participation at the high school sites' events to promote the Eden Area ROP. She has attended back to school nights, report card nights, parent info sessions, Made in Hayward: Education Summit, and college and career fairs. In the future she will continue attending career fairs and workshops and participate in the Castro Valley Science Fair.

C. Career Counselor Report

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

Mrs. Muñoz coordinates the ambassador program which is an honorary group of students who represent the Eden Area ROP and serve as the ROP student government. Part of the criteria used to select student candidates include being in good academic standing and exhibiting leadership in the classroom. The ambassador program enhances these students' learning experience by giving them opportunities to attend monthly meetings; serve as tour guides on the sophomore tours; help promote ROP school spirit; promote ROP at the middle schools; attend ROP events at the high school campuses; give presentations at Counselors Luncheon and participate at Open House and Science Fair. Of the fifty-four students that applied to be ambassadors in the 2015-2016 school year twenty eight were selected.

Looking to the future Mrs. Muñoz is looking to pilot a program called "Make it Happen" Career Exploration Program. The goal of this program is to give students the necessary tools to explore careers while discovering the strengths and skills they already possess that will help them in their chosen career. Using the CaCareerZone.org students will take an interest survey to discover what career pathways meet their current interests and skills. A large part of the program will focus on discussion around their results, career choices, and possible obstacles they may face while pursuing their career. Focusing on self-efficacy students will gain an understanding that they do have control of their lives, and will learn how to set goals and or coping strategies to assist them through the obstacles they may face while working towards their career. Breaking down the large picture of career exploration into small steps will allow students to grasp that a career can be something that they can enjoy and be passionate about.

D. CDE Course Review-Marketing Me/Marketing Economics

Sheila Lawrence, Assistant Director of Offsite Programs, introduced the marketing instructors to present the course review. Mrs. Deborah Maynard and Mrs. Romy Shivers presented on the Marketing Me course. The course objective of Marketing Me is to serve as an introductory marketing class to freshman. This class focuses on students learning how to market themselves. Students obtain a better understanding of workplace ethics, career planning, communication skills, leadership skills, computer skills and team building. Students in Marketing Me get the opportunity to job shadow, attend field trips and have guest speakers come to their class.

Mrs. Michelle Stephens presented information about the Marketing program. Students who participate in the class gain the skills to compete in a global market place. They also learn self-sufficiency by developing their professional skills. Students put together professional portfolios with résumés, cover letters and recommendation letters. Students learn the economics of marketing that includes selling, promotion, distribution, pricing and product and service management. Students also have the opportunity to participate and compete in DECA. In

addition, students are given the chance to get hands-on training through paid work experience through cooperative vocational education.

E. DECA Conference Update

Sheila Lawrence, Assistant Director of Offsite Programs, presented information on the DECA competition. She reviewed some of the previous competition statistics. The Norcal competition took place in January in San Ramon. One hundred sixty ROP students from Castro Valley, San Leandro and San Lorenzo School Districts participated. The State competition took place March 3-6. Over 2,500 students across the state participated. One hundred twenty-six ROP students from Castro Valley, San Leandro and San Lorenzo School Districts participated. Students who excelled in their competitive events qualified to compete in the upcoming International DECA competitions that will be held April 22-26. Hundreds of delegates are representing California. Of those representatives 16 are ROP students. Mrs. Lawrence introduced Mrs. Charlton to share information about the DECA competitions.

IX. Action Items

A. Request the Governing Board to approve the adoption of Resolution 3-15/16: Signature Card-Board Members, Resolution 4-15/16: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 5-15/16: Signature Card-Authorized Agents: Official Documents and Reports

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

AYES: 3 (Howard, Peck, Rosato)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Brunner, Zamudio)

B. Request the Governing Board to approve the Eden Area ROP Joint Powers Authority (JPA)

Upon review of and a motion by Trustee Vince Rosato and a second by Trustee Penny Peck, the Governing Board approved the Eden Area ROP Joint Powers Authority.

(JPA)

AYES: 3 (Howard, Peck, Rosato)

NOES: 0 ABSTAIN: 0

ABSENT: 2 (Brunner, Zamudio)

X. Superintendent's Report

Linda Granger reported that she attended and participated in the NFTE National advisory board in New York. She will be helping develop the NFTE entrepreneurship pathway. At the advisory it was 1 educator to 2 business people. It was a very powerful exchange in terms of really

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talking to business and finding out what they want to see in their workforce and as educators how that translates in the classroom. It is very promising and great opportunity to represent ROP as a leader at the national level.

Ms. Granger also shared that she continues to work on the CPT grant and trying really hard to align the work of multiple grants. She highlighted that there are the 3 CPT grants, the original one, the Eden Area one and county one. The goal of alignment is to get the most services for the districts.

XI. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Penny Peck, San Lorenzo USD alternate, reported that the district has changed the mascot for San Lorenzo High School. The former mascot created a lot of negative images and she is proud that they have made the change.

Vince Rosato, San Leandro USD representative, reported that the city of San Leandro and the San Lorenzo and San Leandro School Districts will be holding a joint meeting. He also shared that CSBA will be holding a general meeting and the general elections. Assembly member Rob Bonta and Dennis Myers will be speaking about legislative items. He also shared that San Leandro USD has a Communication Officer that is using students to outline and videograph highlights of the strategic plan.

Gary Howard, Castro Valley USD representative, shared that Castro Valley will be having their annual Science Festival on May 7 and the he is excited that ROP will be participating again this year.

IV. Recess to Closed Session

The meeting was called into closed session at 7:45 pm

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

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

The meeting resumed to open session at 8:10 p.m.

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

No action was taken

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

No action was taken

XII.	Adjournment
	The meeting was adjourned at 8:10 p.m.
	Approved by the Eden Area ROP Governing Board
	Linda Granger, Superintendent Clerk to the ROP Governing Board



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of March 21, 2016 through April 15, 2016 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



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 INFORMATION

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

CONSENT CALENDAR



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the MOU between

the Eden Area ROP and HUSD through the Hayward Promise Neighborhood Partnership for the Summer Rising Academy

BACKGROUND

HUSD and Eden Area ROP are both partners in the Hayward Promise Neighborhood (HPN) Grant that focuses on the Jackson Triangle neighborhood.

CURRENT SITUATION

As part of the grant program, a summer rising academy for incoming 7th grade students at the two HPN target middle schools has been identified as one strategy to improve student success. In partnership with HUSD, Eden Area ROP will be providing CTE exploration opportunities to these students over a four-week period during the summer.

Fiscal Impact:

None, additional program costs are funded from the grant.

CONSENT CALENDAR

It is recommended that the Governing Board approve the MOU between the Eden Area ROP and HUSD through the Hayward Promise Neighborhood Partnership for the Summer Rising Academy.

MEMORANDUM OF UNDERSTANDING BETWEEN

HAYWARD UNIFIED SCHOOL DISTRICT AND EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH THE HAYWARD PROMISE NEIGHBORHOOD PARTNERSHIP

I. TERMS OF MOU:

This agreement shall commence on June 1, 2016 and shall extend for through July 30, 2016.

II. CONTRACT AMOUNT

The contract amount for \$16,500 payable to Eden Area ROP by HUSD

III. PURPOSE:

Through the Hayward Promise Neighborhood Grant, Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement a 7th grade Summer Rising Academy.

Program development and project oversight will be conducted by Coordinator of Hayward Promise Neighborhood and Superintendent of Eden Area ROP.

IV. ROLE AND RESPONSIBILLITES OF Eden Area ROP

Proposal:

- Program will run for 4 weeks, Monday-Thursday 12:15-3:15 June 20—July 14
- 120 students will be in 4 groups of 30 students and will rotate through various CTE programs throughout the four weeks. Potential programs will be Digital Arts, Culinary Arts, Automotive, and Construction.

EAROP will provide the following services at no cost to HUSD:

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

Given 120 students participate in the program, the cost per student would be \$9.17 per student per day. On an hourly basis, the cost per student would be \$3.05 per student per hour.

V. ROLES AND RESPONSIBILITIES OF HUSD

Proposal:

- HUSD will provide an academic program from 8:30-11:30 for up to 120 students at Winton and Cesar Chavez Middle School. The program will run for 4 weeks, from June 20th to July 14th.
- HUSD will provide lunch for the students
- HUSD will provide transportation to Eden Area ROP and from Eden Area ROP back to the home school for the students

VI. TERMS OF AGREEMENT

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

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

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

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

Date:	
NAME	NAME
TITLE	TITLE
Eden Area ROP	Hayward Unified School District



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Contract with

John Peters for the First Responders Program

BACKGROUND

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

CURRENT SITUATION

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

CONSENT CALENDAR

AGREEMENT FOR SERVICE

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

BETWEEN

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

OF THE FIRST PART

-AND-John Peters (the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - Classroom design conducive to fire science instruction
 - Recommendations regarding equipment purchases and donations for effective instruction
 - Collaboratively modify the First Responders curriculum to include fire science standards in partnership with the classroom teacher, Chabot and Hayward Fire Department.
 - Providing instruction regarding fire science techniques in conjunction with the First Responder's classroom teacher.

Term of Agreement

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

Performance

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

Compensation

- 4. The service provider will be paid \$337.50 per day worked (45/per hour) for a maximum of 85 days. Days worked will be mutually agreed upon by both parties.
- 5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. Customer (Eden Area ROP) will pay in advance for required/mandated training, conference, etc. including out of pocket expenses such as lodging and transportation. 2. Customer (Eden Area ROP) will reimburse \$45 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse for administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

15. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer

acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

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

Notice

- 17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
 - a. Eden Area ROP
 26316 Hesperian Blvd., Hayward, California, 94545
 Fax Number: 510-293-8325
 - b. John Peters2576 Early Rivers Ct., Union City, California, 94587

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

SIGNED AND DELIVERED in the presence of		
John Peters	Date	
Linda Granger, Superintendent Eden Area ROP	Date	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement with

Fresno County Office of Education to Provide Direct Support

Professional Training

BACKGROUND

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

CURRENT SITUATION

Effective July 1, 2015; the state has decided to consolidate the administration of the DSPT program to 4 ROPs as regions throughout the state. The ROP serving our area for the purposes of this program is the Fresno County ROP. FCOE is interested in contracting with Eden Area ROP to continue to provide services within our area.

Fiscal Impact:

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

CONSENT CALENDAR



COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

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

COVER

Program/Event: Direct Support Professional Training (DSPT)

AGENCY

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

Attn: Linda Granger, Superintendent

26316 Hesperian Boulevard

Hayward, CA 94545

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

FCSS

Fresno County Superintendent of Schools ("FCSS")

Attn: Valerie Vuicich, Administrator

Dept.: Career Technical Education / Fresno ROP

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

Fresno, CA 93710

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

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

Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)			
"Effective Date": July 1, 2016 "Termination Date": June 30, 2017	Ground for Termination (mark one): With cause X With or without cause			
	"Notice Period": At least 30 days before the effective date of termination of this Agreement			

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

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

- 1. Provide FCSS with a 2016-17 DSPT Training and Challenge Test schedule to meet the needs of Community Care Facility DSPs within the East Bay Regional Center Catchment area at least six (6) weeks prior to the start of session. Testing and training schedules shall include the name of the trainer/proctor, date, time, location, and room capacity of each session;
- 2. Provide certified DSPT trainers and proctors in accordance with State DSPT certification standards and requirements;
- 3. Provide the necessary and appropriate facilities to conduct DSPT Trainings and Challenge Tests as indicated in the submitted 2016-17 DSPT Training and Challenge Test schedules;
- 4. Conduct DSPT Trainings and Challenge Tests according to the scheduled testing and training sessions, utilizing only DDS approved testing and training materials;
- 5. Participate in DSPT State mandated trainings;
- 6. Participate in regional DSPT advisory meetings;
- 7. Provide DSPT program training materials (bubble packs, med containers, timers, clipboards, paper towels, etc.).

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

- _ DATE DETERMINED Agency will perform the Services on (state specific date(s)):
- X DATE TO BE DETERMINED The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be: between July 1, 2016 and June 30, 2017.

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

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

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

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

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

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

- _ DATE DETERMINED FCSS will perform the Services on (state specific date(s)):
- X DATE TO BE DETERMINED The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, such date(s) to be: between July 1, 2016 and June 30, 2017.

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

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

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

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

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

AGENCY	FCSS		
By:	Ву:		
Print Name: Linda Granger	Jim A. Yovino, Superintendent		
Title: Superintendent	or Authorized Designee		
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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1 Scope of Services and Obligations

Article 2 Payment

Article 3 Term and Termination of Agreement

Article 4 Insurance

Article 5 Indemnity

Article 6 Dispute Resolution

Article 7 General Provisions

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

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

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

SECTION 1.5 RECORDS AND INFORMATION.

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

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

ARTICLE 2 PAYMENT.

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

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

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

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

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

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

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TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board approve the Subaward Agreement

with California State University East Bay for the Hayward

Promise Neighborhood Program

BACKGROUND

The Hayward Promise Neighborhood program (HPN) vision, mission, and goals:

- Vision: All children growing up in Jackson Triangle will have access to
 effective schools and strong systems of family and community support that
 will prepare them to attain an excellent education and successfully
 transition to college or post-secondary training and career.
- Mission: Create a world class system cradle-to-career education and support system to ensure every Jackson Triangle student will succeed in 21st century careers.
- Goals: Every Jackson Triangle child will 1) Be prepared for school, 2) Be supported in and out of school, 3) Succeed academically, 4) Be enrolled in post-secondary education, including workforce training, and 5) Graduate from post-secondary education/training and enter a productive career.

CURRENT SITUATION

Hayward Promise Neighborhood (HPN) is designed to address the educational disparities and high dropout and low graduation rates at the focal schools in the Jackson Triangle.

Eden Area ROP as a partner in this project will provide career technical programs and assist in dropout prevention for identified students.

CONSENT CALENDAR

	FDP Cost Reimbursement	t R	esearch Sub	award A	gı	reement
Pass-through Entity (PTE):			Subrecipient:			
PTE Principal Investigator (PI):			Subrecipient Principal Investigator (PI):			
PTI	FAIN:			Federal Awarding Agency:		
Fed	deral Award Issue Date: Total Amount of Federal Award to PTE \$	E	CFDA No:	CFDA Title:		
Pro	ject Title:					
Subaward Period of Performance: Start: End:			mount Funded This Action: Subaward No.		Subaward No.	
Estimated Project Period (if incrementally funded): Start: End:			Incrementally Estim	ated Total:	Is	this Award R & D
Che	eck all that apply Reporting Requirements (Attachment 4)		Subject to FFATA (A	ttachment 3B)		Cost Sharing (Attachment 5)
	Terms	and	d Conditions			
1)	PTE hereby awards a cost reimbursable subaward, as des subaward are (check one) as specified in Subrecipie Attachment 5. In its performance of subaward work, Subrecipient not more often than more	ent's cipie	s proposal dated nt shall be an indeper	ndent entity a	or ınd	: as shown in not an employee or agent of PTE
2)	2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient' standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Contact, as shown in Attachments 3A.					
3)	A final statement of cumulative costs incurred, inclu- Contact, as shown in Attachm statement of costs shall constitute Subrecipient's final finance	nents	s 3A, NOT LATER TI			must be submitted to PTE's ter subaward end date. The final
4)						
5)	Matters concerning the technical performance of this subaward should be directed to the appropriate party's PI, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements.					
6)	6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement and any changes requiring prior approval, should be directed to the appropriate party's Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.					
7)	7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) Bilaterally, or Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipier					
8)	Each party shall be responsible for its negligent acts or or directors, to the extent allowed by law.	miss	sions and the neglige	nt acts or om	niss	ions of its employees, officers, or
9)	9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under <u>Uniform Guidance, 2 CFR 200</u> , or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.					
10)	10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A, not less than (30) days prior to the desired effective date of the requested change.					
11)	11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.					
12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments one (1) and two (2).						
13) Research Terms & Conditions – RESERVED						
Ву	an Authorized Official of Pass-through Entity:		By an Authorized O	fficial of Subre	ecip	pient:
Nai Title	Bato		Name: Title:			Date

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Attachment 1

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501-200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

Attachment 2 Research Subaward Agreement Copy of Prime Award Terms and Conditions

Ca	Copy of Award Notice (attached pages)						
Sp	ecial terms and conditions:						
1.	Copyrights Subrecipient grants / shall grant (check one) to Prime Recipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.						
2.	Data Rights Subrecipient grants to Prime Recipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime Recipient's obligations to the Federal Government under its Prime Award.						
3.	Automatic Carry Forward: [] Yes [] No (If No, Carry Forward requests must be sent to Prime Recipient's Authorized Official contact, as shown in Attachment 3).						
A	dditional Special Terms:						

Attachment 3A

Research Subaward Agreement

Subaward Number:

W112701-220

Pass-through Entity Contacts								
Pass-through Entity								
Name: California State University, East Bay	Name: California State University, East Bay							
Address: 25800 Carlos Bee Boulevard								
City: Hayward		State: CA	Zip Code: 94542					
Pass-through Entity's Administrative Contact								
Name: Sean Williams								
Address: Office of Research and Sponsored Programs								
25800 Carlos Bee Boulevard LI 2300								
City: Hayward		State: CA	Zip Code: 94542					
Telephone: 510-885-2301	Fax:	510-885-4618						
E-mail: sean.williams@csueastbay.edu								
Pass-through Entity's Principal Investigator								
Name: Carolyn Nelson								
Address: Dean of College of Education & Allied Studies								
25800 Carlos Bee Boulevard AE111								
City: Hayward		State: CA	Zip Code: 94542					
Telephone: 510-885-3771	Fax:							
E-mail: carolyn.nelson@csueastbay.edu								
Pass-through Entity's Financial Contact								
Name: Mark Vidal								
Address: Office of Research and Sponsored Programs								
25800 Carlos Bee Boulevard								
City: Hayward		State: CA	Zip Code: 94542					
Telephone: 510-885-3738	Fax:	510-885-4618						
E-mail: mark.vidal@csueastbay.edu								
Pass-through Entity's Authorized Official								
Name: Carolyn Nelson								
Address: VP, Academic Affairs/Provost								
25800 Carlos Bee Boulevard								
City: Hayward		State: CA	Zip Code: 94542					
Telephone: 510-885-3711	Fax:							
E-mail: carolyn.nelson@csueastbay.edu			FDP Version 12. 20 2014					

Attachment 3B - Subaward Agreement Subaward Number: W112701-220 **Subrecipient Contacts** Institution/Organization ("Subrecipient") Name: Eden Area Regional Occupational Program Address: 26316 Hesperian Blvd. ZipCode + 4: 94542 City: Hayward State: CA EIN No.: Institution Type: Regional Organization Yes ○ No Is the Performance Site the Same Address as Above? If no, is the Performance Site the same as PI address below? If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A). **DUNS No.:** Parent DUNS No.: Yes Subrecipient currently registered in CCR? 154641195 Is Subrecipient exempt from reporting compensation? Yes **Congressional District: Congressional District:** If no, please complete 3B page 2 (if ARRA funding use Attachment 4A). Administrative Contact Name: Linda Granger Address: 26316 Hesperian Blvd. City: |Hayward State: CA ZipCode: 94542 Telephone: 510-293-2901 Fax: 510 293 8225 lgranger@edenrop.org **Principal Investigator** Name: Linda Granger Address: 26316 Hesperian Blvd. City: |Hayward State: CA ZipCode: 94542 Telephone: |510-293-2901 510 293 8225 Fax: lgranger@edenrop.org Email: **Financial Contact** Name: Marites Fermin Address: 26316 Hesperian Blvd. City: |Hayward State: CA ZipCode: 94542 Telephone: 510-293-2901 Fax: 510 293 8225 Email: Authorized Official Name: Marites Fermin Address: 26316 Hesperian Blvd. ZipCode: 94542 State: CA City: Hayward Telephone: 510-293-2901 510 293 8225 Fax: FDP version 20120220 Email:

Attachment 3B - Subaward Agreement Subaward Number: Page 2 - Place of Performance & Highest Compensated Officers W112701-175 Institution/Organization ("Subrecipient") Name: Eden Area Regional Occupational Program Place of Performance Name: Eden Area Regional Occupational Program Address: 26316 Hesperian Blvd. City: Hayward ZipCode + 4: 94542 State: CA Telephone: 510 293 2901 510 293 8225 Fax: Igranger@edenrop.org **Congressional District:** The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if-(i) the entity in the preceding fiscal year received— (I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. Is subaward entity exempt from reporting executive compensation? • Yes No If no, complete the information below. Officer 1 Name Officer 1 Compensation Officer 2 Name Officer 2 Compensation Officer 3 Name Officer 3 Compensation Officer 4 Name Officer 4 Compensation Officer 5 Name Officer 5 Compensation

Attachment 4

Research Subaward Agreement Reporting Requirements

Pass-through Entity will check all that apply that the Subrecipient will agree to:

A Final technical/progress report will be submitted to the Pass-through Entity's identified in Attachment 3 within days after the end of the period of performance.
Monthly technical/progress reports will be submitted to the Pass-through Entity's identified in Attachment 3, within days of the end of the month.
Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's identified in Attachment 3.
Technical/progress reports on the project as may be required by Pass-through Entity's in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.
Annual technical /progress reports will be submitted within days prior to the end of each project period to the Pass-through Entity's identified in Attachment 3. Such report shall also include a detailed budget for the next budget period, updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
In accordance with 37 CFR 401.14, Collaborator agrees to notify Pass-through Entity's identified in Attachment 3 within days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. PTE will complete Awarding Agency specific invention report. A negative report is is not required.
A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within days after the end of the project period to the Pass Through Entity's identified in Attachment 3 (for Fixed Price subawards only.)
In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Administrative Contact identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is is not required.
 Other Special Reporting Requirements

Progress Report due dates are: April 15, 2016; July 15, 2016; October 15, 2016; January 15, 2017 Final Program Report and Final Invoice must be submitted no later than January 31, 2017 in accordance with allowable costs terms and conditions in accordance with 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

Attachment 5

Statement of Work(SOW)

Cost Reimbursement Research Subaward Agreement

Cost Sharing

Budget

	Statement of Work	
If award is FFATA eligible and SOW ex	Below or Attached page ceeds 4000 characters, include a Subrecipier	es nt Federal Award Project Description
Cost Sharing:	Yes, Amount \$	No
<u> </u>	, .	
	Below or Attached page	es
	, ,	
		Direct Costs \$
ndirect Cost Rate (IDC) Applied o	on TDC, MTDC, or other I	ndirect Costs \$ Fotal Costs \$
Check here if using other		Ψ

Attachment 5b

Hayward Promise Neighborhood Eden Area ROP Scope of Work January 1, 2016-December 31, 2016

1. Background

The Hayward Promise Neighborhood (HPN) Initiative is one of the first five projects funded under the United States Department of Education's Promise Neighborhood Initiative. California State University, East Bay (CSUEB) is the grantee of the HPN Initiative, working to implement the project with several partners as sub-awardees, including Eden Area ROP. HPN is a place-based initiative, seeking to provide comprehensive, high-quality education and support services designed to break the cycle of poverty. Following are the specific roles and responsibilities agreed to by CSUEB and Eden Area ROP.

2. Deliverables

In order for HPN to achieve its results and move the indicators, <u>Eden Area ROP</u> accepts and agrees that continued HPN funding is dependent on meeting or exceeding the program targets, indicators and performance measures stated below. In addition, CSUEB and all HPN partners, including <u>Eden Area ROP</u>, accept and agree that continued HPN funding is dependent on the solutions/strategies, identified as Deliverables, making the impact that will move the HPN Indicators towards achieving the Results defined by the Department of Education.

- a. <u>Appoint a Partner Project Manager (Linda Granger 293-2901)</u> Partner Project Manager will:
 - i. Attend all meetings of the Implementation Team and/or HPN Network Meetings as applicable. Designees are only to be sent in rare occasions when unforeseen circumstances prevent the Partner Project Manager.
 - 1. Linda Granger will attend Implementation Meetings
 - List attendee(s) and which network meetings s/he/they attend: At least one representative from <u>Eden Area ROP</u> will attend meetings of the Cradle to Career Education Reform Network (C2CERN). Linda Granger and Sandra Rose will attend the C2CERN meetings.
 - 3. The Partner Project Manager may attend other HPN meetings when invited by the HPN Executive Director.
 - ii. Assess Program Compliance, Performance & Coordination.
 - iii. Work with Network Partners to analyze collected data and participate in the Results Based Accountability process to determine the impact of solutions/strategies on moving the indicators.
- b. <u>Appoint a Partner Budget Representative</u>: <u>(Linda Granger 293-2901)</u> Partner Budget Representative will:
 - i. Submit all quarterly invoices, budgets, budget justifications and budget modifications to HPN Budget Analyst in a timely and consistent basis, as defined by this contract. The Budget Representative will attend all budget-related meetings.

- c. Appoint a Partner Data Manager: (Sandra Rose 293-2919). Partner Data Manager will:
 - i. Enter all consents, performance measures, and other agreed upon data into Efforts to Outcome (ETO) and Scorecard (if applicable) on a regular basis.
 - ii. Gather and submit all required HPN data, working with CSU East Bay for the following HPN Data Systems: Annual Performance Report (APR), Ad Hoc Report, Promise Neighborhood Score Card and Efforts to Outcomes (ETO).

d. Complete Reports on a Timely Basis:

- i. Invoices & Budgets:
 - 1. <u>Eden Area ROP</u> shall submit the HPN invoice template and Solutions Sheet to CSUEB on the last working day of each quarter during the fiscal year.

Guidelines: The final invoice for the term of this contract shall be submitted no later than the final business day of the following January. Additionally, all budget modifications requests must be submitted using the appropriate template no later than September 30th to be considered for the current year's budget.

- ii. Narrative Progress Reports & Partner Update Meetings:
 - 1. Turn in monthly (or quarterly) progress report which includes budget and data information. On the following dates:
 - a. Last working day of the quarter
 - 2. <u>Eden AreaROP</u> will meet with HPN Accountability Leadership Team on a quarterly basis to review budget, data, implementation and coordination activities, including quality measures, solutions and impact.

e. Solution and Activities

Guidelines for describing Solution and Activities: The Service Delivery Model should clearly describe the solution with the following information: who is served, how is community engagement or outreach conducted, how often does the solution take place, what is the service being offered, what research-based evidence is it based on? And how this solution relates to/moves the needle on indicators/GPRAs. The description should be in alignment with the Target Setting Document and Project Plan of 2014.

Note: Changes to solutions, once a Scope of Work has been approved, must be discussed within the Corresponding Network and the CSUEB Leadership Accountability Team prior to changes being implemented. For more information, review the HPN 2014 Monitoring Protocols.

i. GPRA/Activities specific to Eden Area ROP

Result 4 - Youth graduate from high school. (GPRA 6)

GPRA 6 Four-year adjusted cohort graduation rate.

Solution for GPRA 6: Academic Case Management at the Eden Area ROP Center

In partnership with Hayward Unified School District, the independent study teacher and high school counselors will identify students who are interested in ROP programs and need additional academic support in order to graduate on time.

To support improving the graduation rate of students at the target high schools, students in the 11th and 12th grade can elect to take classes at the Eden Area Regional Occupation Program (ROP). The Credit Recovery Teacher provides intensive academic case management for students from the two target high schools

Partners	Eden Area Regional
	Occupation Program (ROP)
# served (actual &	Yr 1 142 (17%)
projected) and % of population reached	Yr 2 160 (21%)
	Yr 3 157 (21%)
	Yr 4 160 (21%)
	Yr 5 160 (21%)
Target Population	11 th and 12 th graders attending the target schools
	110 141 501 501 5010

who take ROP classes at the ROP Center. The Credit Recovery Teacher meets with students and their parents at the start of each semester (at least twice per year). The level of case management needed for each student is determined after reviewing transcripts, attendance, and holding the initial student meeting. Case management sessions are held weekly for highneed students.

Solution for GPRA 6: Career Technical Education

Additionally, the Eden Area ROP will provide career technical education opportunities for students at the target high schools.

Partners

Fden Area Regional

Research shows, students enrolled in career technical education (CTE) classes have overall higher graduation rates than student who did not take CTE classes. Students will be able to take classes at the targeted high school campuses or at the Eden Area ROP center. Students can take CTE classes starting in the 9th grade.

Partners	Eden Area Regional Occupation Program (ROP)				
# served (actual & projected) and % of population reached	Yr 1 Yr 2 1085				
population reactieu	Yr 3 1218				
	Yr 4 1246				
	Yr 5 1050-1200				
Target Population	9 th - 12 th graders attending the target schools				

Result 5 - High school graduates obtain a postsecondary degree, certification or credential. (GPRA 7)

GPRA 7a Number and percent of Promise Neighborhood students who enroll in a two-year or four-year college or university after graduation.

Solutions for GPRA 7a

Career Technical Education (ROP)

Career Technical Education

Students enrolled in career technical education (CTE) classes have overall higher graduation rates than student who did not take CTE. Eden Area Regional Occupation Program (ROP) provides career technical education classes at the two target high schools and the ROP Center. Students can take CTE classes starting in the 9th grade.

Partners	Eden Area Regional Occupation Program (ROP)				
# served (actual & projected) and % of population reached	Yr 1 Yr 2 1085 Yr 3 1218 Yr 4 1246 Yr 5 1050-1200				
Target Population	9 th - 12 th graders attending the target schools				

Result 8 - Students live in stable communities. (GPRA 11) GPRA 11 Student mobility rate.

Solution for GPRA 11: Technical Training for adults

Working in partnership with the CRES team, community members who are interested in and could benefit from additional training would be identified as candidates for the evening training programs.

When parents have stable employment at a livable wage, they are better prepared to support their children's academic success. Providing parents with the opportunity to gain additional technical skills so that they can advance their employment will support our

Partners	Eden Area Regional Occupation Program (ROP)
# served (actual & projected) and % of population reached	Yr 4 2 Yr 5 35-100
Target Population	Adults living in the Jackson Triangle

efforts to create a stable community in the Jackson triangle. Courses would be offered free of charge to residents of the Jackson Triangle. Depending on funding availability, we would be able to serve 35-100 students.

f. Performance Measures

Guidelines: Partners should identify at least the three to five most important measures for their solutions, and list below. Performance Measures should focus on quantity of effort: ie, in RBA language: how much did we do? Quality of effort: How well did we do it? And Impact: Is anyone better off?

i. Include Performance Measures for GPRA

GPRA 6 Four-year adjusted cohort graduation rate.

Key Performance Measures (Credit Recovery)

- # / % of HPN students who complete credit at ROP/Independent Study
- #/% of HPN students who take more than one credit recovery class in an academic year at ROP/Independent Study by school, grade, gender, ethnicity and subgroup
- Graduation rate for HPN students participating in ROP/Independent Study credit recovery program by school, grade, gender, ethnicity and subgroup

Key Performance Measures (Academic Case Management)

- #/% of HPN students at Eden Area ROP Center
- #/% of HPN student at Eden Area ROP Center receiving weekly case management by school, grade, gender, ethnicity and subgroup
- Graduation Rate for HPN students at Eden ROP Center by school, grade, gender, ethnicity and subgroup

Key Performance Measures (CTE)

- #/% of HPN students taking at least one CTE class by school, grade, gender, ethnicity and subgroup
- Graduation rate for HPN Students who took at least one CTE class by school, grade, gender, ethnicity and subgroup

GPRA 7a Number and percent of Promise Neighborhood students who enroll in a two-year or four-year college or university after graduation.

Key Performance Measures

- #/% of HPN students taking at least one CTE class by grade and by school, grade, gender, ethnicity and subgroup
- #/% of HPN students who took at least one CTE class who enrolled in a two- or four-year college by school, grade, gender, ethnicity and subgroup

• #/% of HPN who receive an ROP Certificate by school, grade, gender, ethnicity and subgroup

Result 8 - Students live in stable communities. (GPRA 11)
GPRA 11 Student mobility rate.

- #/% of Jackson Triangle adults enrolled in CTE classes
- #/% of Jackson Triangle adults employed in area of training

3. Matching

Eden ROP will further commit to assist the Hayward Promise Neighborhood (HPN) project to deliver the following specific services in collaboration with HPN:

- a. We will provide CTE classes for students at targeted High Schools, providing at least 10 sections for students. This strategy will total approximately \$150,000. The source of these funds is our general budget.
- b. We will provide career technical education programs/classes for JT secondary students at the Center. We will reserve a minimum of twenty five seats in classes at the Center. This means that students who live in the JT will have the first opportunity to enroll in our classes. Courses tend to fill up fast and we will not turn away students from the JT. This commitment is valued at \$40,000 a year. The source of these funds is our general budget.
- c. Student Ambassador mentoring program will be matched with staff and student training at a value of \$10,000. The source of these funds is our general budget.
- d. Administrative and classified support for the middle school summer rising program will be provided. This strategy will total approximately \$15,000. The source of the funds is our general budget.



Hayward Promise Neighborhood Budget

Year 5--2016

		Year 520	16				
				Grant			additional funds needed through
	Anr	nual Salary	% Effort	Funded		Match	June 2017
1. Personnel							
Superintendent		\$162,000	5%			\$8,100	
2. Fringe Benefits							
Superintendent	\$	56,700	35%		\$	2,835.00	
3. Travel							
4. Equipment							
5. Supplies							
6. Contractual							
CTE Programming for high school students at							
target schools					\$	150,000	
Dropout Prevention Support Teacher				\$ 115,218			57500*
STEM options at Target High Schools					\$	25,419	
Priority Enrollment in CTE courses for JT							
students					\$	40,000	
Student Ambassador Program targeting							
middle school	<u> </u>				\$	10,000	
Adult CTE evening classes	↓			\$ 26,000			39000
Classified and administrative support for							
summer rising program					\$	15,000	
8. Other							
O. Tatal Disease Conta							
9. Total Direct Costs				Ć 141 310			
10 Indirect Costs (Motels only for Doubless)				\$ 141,218			
10. Indirect Costs (Match only for Partners)					\$	2,756	
11. Training Stipends					Ş	2,/50	
TI. Halling Superius							
12. Total Request/Match							
12. Total Requesty Water				\$ 141,218		\$254,110	
	<u> </u>			√ 1 4 1,∠10		72J4,IIU	

^{* \$115,000} covers Sandi through first semester 16-17 school year, need \$57,500 for second semester if the Target Grant comes through, we would have funding for her salary, and the funds currently allocated could be used for adult classes

26,000 enables us to run an electrical class spring of 2016, and a welding class fall of 2016, assuming classes are partially filled with HPN students, averaging cost at \$13,000 per section

** adding additional funds for adult programs would enable me to run:

electrical: fall 2016, and spring 2017

welding: spring 2017

Attachment 6

Hayward Promise Neighborhood Eden Area ROP (EAROP) Additional Terms and Conditions Date: January 1, 2016 – December 31, 2016

1. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to CSUEB, and its operations which are designated confidential by CSUEB and made available to **EAROP** or which become available to **EAROP** in order to carry out this agreement, shall be protected by **EAROP** from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to CSUEB.

CSUEB shall provide **EAROP** in writing the identification of all such confidential data and information, as well as CSUEB procedural requirements for protection of such data and information from unauthorized use and disclosure.

EAROP shall not be required by the above paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in **EAROP** possession, is independently developed by **EAROP** outside the scope of this agreement, or is rightfully obtained from third parties.

2. Indemnification

The CSUEB and **EAROP** agree to mutually indemnify one another. CSUEB shall indemnify, defend save harmless **EAROP** it's trustees, officers, employees and agents against any and all loss, damage, or liability whatsoever, if any there be, because of accident or injury to persons or property of others occurring in connection with the operations of this contract as a result of the acts or omissions of CSUEB.

EAROP shall indemnify and save and keep harmless the State of California, the Trustees of the CSU, the CSU system, the CSUEB campus, and the officers, agents, volunteers and employees as well as CSUEB, its officers, agents and employees against any and all loss, cost, damage, claim, expense, or liability whatsoever, if any there be, because of accident or injury to persons or property of others occurring in connection with the operations of this contract as a result of the acts or omissions of **EAROP**.

3. Examination and Audit

EAROP shall be subject to examination and audit by CSUEB and auditor for a period of three years after final payment under this agreement in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively.

Examination and audit shall be confined to matters connected with the performance of this agreement, including, but not limited to, the costs of administering the agreement.

4. Insurance

EAROP agrees to procure, and thereafter maintain during the term of this Agreement, the following insurance policies:

- Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles if automobile use will be required for performance of the Services.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "California State University East Bay" as an additional insured with respect to work being performed. **EAROP** agrees to provide all required certificates of insurance to the CSUEB prior to the commencement of any work under this Contract. CSUEB and **EAROP** agree that the specified coverage or limits of insurance in no way limit the liability of the **EAROP**.

5. Discrimination

CSUEB has a zero tolerance policies regarding unlawful discrimination harassment and violence. Subrecipients found in violation of these policies may be terminated. Additionally, **EAROP** is responsible for the behavior of their employees and contractors. Please see Attachment 7 for more details.

6. Notice

Any notice requirement to be given under this agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party.

ATTACHMENT 7 NON-DISCRIMINATION CLAUSE

- During the performance of this Agreement, Subcontractor and all of its subcontractors, if any, shall not deny this Agreement's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.
- Subcontractor shall insure that the evaluation and treatment of employees and applicants
 for employment are free of such discrimination. Subcontractor shall comply with the
 provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et
 seq.). The provisions of Article 9.5, Chapter 1, Part 1, Divsion3, Title 2 of the Government
 Code (Government Code, Sections 1113511139.5) and the policies adopted by the California
 State University, East Bay, to complement such article.
- Subcontractor and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.
- Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts, if any, to perform work under this Agreement.

ATTACHMENT 8 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by subcontractors of the California State University East Bay that they will maintain a drug-free workplace.

The subcontractor certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the subcontractor's workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) The subcontractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the California State University East Bay within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b). (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the subcontract, I hereby understand that a drug-free workplace will be provided according to the requirements described above.

ACPHD agrees to procure, and thereafter maintain during the term of this Agreement, the following insurance policies:

- Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles if automobile use will be required for performance of the Services.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "California State University East Bay" as an additional insured with respect to work being performed. **ACPHD** agrees to provide all required certificates of insurance to the CSUEB prior to the commencement of any work under this Contract. CSUEB and **ACPHD** agree that the specified coverage or limits of insurance in no way limit the liability of the **ACPHD**.

5. Discrimination

CSUEB has a zero tolerance policies regarding unlawful discrimination harassment and violence. Subrecipients found in violation of these policies may be terminated. Additionally, **ACPHD** is responsible for the behavior of their employees and contractors. Please see Attachment 7 for more details.

6. Notice

Any notice requirement to be given under this agreement shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party.

ATTACHMENT 9 PRIME FLOW-DOWNS

• US. Department of Education – Education Department General Administrative Regulations (EDGAR) (See Grant Award Notification)



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

RECIPIENT NAME California State Universit		■ AWARD INFORMATION	
I			
	ty, East Bay Foundation,	PR/AWARD NUMBER	U215N110037 - 15
Inc.	,	ACTION NUMBER	10
25976 Carlos Bee Bouley		ACTION TYPE	Continuation
Hayward, CA 94542 - 16	02	AWARD TYPE	Discretionary (Passarah and Davidsonment)
			(Research and Development)
3 PROJECT STAFF		4 PROJECT TITLE	
	DIDECTOR	94 215N	
RECIPIENT PROJECT I	(510) 885-4625	84.215N Hayward Promise Neighborh	and.
Carolyn Nelson carolyn.nelson@csue		Hayward Profitise Neighbori	lood
EDUCATION PROGRA			
Sarah M Zevin	(202) 260-8363		
sarah.zevin@ed.gov	(202) 200 0303		
EDUCATION PAYMEN	T HOTLINE		
G5 PAYEE	888-336-8930		
HELPDESK			
edcaps.user@ed.gov			
5 KEY PERSONNEL		'	
		V PV PV 0P P	m
NAME Main a Hall	<u>TITLE</u>	LEVEL OF EFFOR	
Melinda Hall	Program Manager	100	
James Zarillo Sean Williams	Admin. support Finance Manager	20 5	
Carolyn Nelson	Project Director	0	
Carolyli Nelsoli	Project Director	0	70
6 AWARD PERIODS			
	ET PERIOD 01/01/2016 -	12/21/2016	
PERFORMANO			
I Eld Oldwin	,E I EKIOD 01/01/2012	12/31/2010	
	2CC		
FUTURE BUDGET PERIO	ODS		
	ODS		
FUTURE BUDGET PERION/A			
N/A	J	\$5 105 550 00	
N/A	G THIS ACTION	\$5,105,550.00 \$5,105,550.00	
N/A AUTHORIZED FUNDING	THIS ACTION BUDGET PERIOD	\$5,105,550.00 \$5,105,550.00 \$24,054,743.00	
N/A AUTHORIZED FUNDING PER	THIS ACTION BUDGET PERIOD FORMANCE PERIOD	\$5,105,550.00	
N/A AUTHORIZED FUNDING PERI	THIS ACTION BUDGET PERIOD FORMANCE PERIOD	\$5,105,550.00	
N/A AUTHORIZED FUNDING PER	THIS ACTION BUDGET PERIOD FORMANCE PERIOD	\$5,105,550.00	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION	\$5,105,550.00 \$24,054,743.00	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION 194044335	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN	THIS ACTION BUDGET PERIOD FORMANCE PERIOD SOURMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABL	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABL 2 CFR AS APPLICABLE 1,2,3,6,8,9,11,12,	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E	
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS ATTACHMENTS LEGISLATIVE AND FISH AUTHORIZED FUNDING	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABL 2 CFR AS APPLICABLE 1,2,3,6,8,9,11,12,	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E , 13, 14, E-3, E1, E2	ARY AND
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS ATTACHMENTS	THIS ACTION BUDGET PERIOD FORMANCE PERIOD ORMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABL 2 CFR AS APPLICABLE 1,2,3,6,8,9,11,12, CAL DATA PL XXX TITLE	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E , 13 , 14 , E-3 , E1 , E2 E V, PART D, SUBPART 1 ELEMENTA	ARY AND
N/A AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS ATTACHMENTS LEGISLATIVE AND FISH AUTHORIZED FUNDING PERI ADMINISTRATIVE INFO DUNS/SSN REGULATIONS	THIS ACTION BUDGET PERIOD FORMANCE PERIOD SOURMATION 194044335 CFR PART Part 74, 75, 77 EDGAR AS APPLICABL 2 CFR AS APPLICABL 1,2,3,6,8,9,11,12, CAL DATA PL XXX TITLE SECONDARY	\$5,105,550.00 \$24,054,743.00 7, 79, 80 -86, 97, 98, 99 E , 13 , 14 , E-3 , E1 , E2 E V, PART D, SUBPART 1 ELEMENTA	ARY AND



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

l	CFL	DA/SUBPRO	GRAM NC	D: 84.2	215N					
	FUND	FUNDING	AWARD	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT	AMOUNT
l	CODE	YEAR	YEAR						CLASS	
ſ	0203M	2015	2016	EU000000	В	GP1	000	215	4101C	\$5,105,550.00

10 PR/AWARD NUMBER: U215N110037 - 15

RECIPIENT NAME: California State University, East Bay Foundation, Inc.

GRANTEE NAME: CALIFORNIA STATE UNIVERSITY EAST BAY FOUNDATION

25976 CARLOS BEE BLVD, HAYWARD, CA 94542 - 1602

PROGRAM INDIRECT COST TYPE: Unrestricted

PROJECT INDIRECT COST RATE:

TERMS AND CONDITIONS

(1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:

1) THE RECIPIENT'S APPLICATION (BLOCK 2);

2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND

3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THIS AWARD SUPPORTS THE FINAL BUDGET PERIOD FOR THIS PROJECT. THE RECIPIENT IS REQUIRED TO SUBMIT ALL NECESSARY REPORTS TO THE DEPARTMENT OF EDUCATION WITHIN 90 DAYS AFTER THE END OF FEDERAL SUPPORT IN ACCORDANCE WITH 2 CFR 200.327 AND 200.328 (BLOCK 6).

(2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.

If you subaward under this grant, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

- 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (3) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.

A. All entities (other than institutions of higher education (IHE))



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant's project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

AUTHORIZING OFFICIAL	DATE

Ver. 1

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

- For Discretionary, Formula and Block Grants (See Block 2 of the Notification)
- 1. RECIPIENT NAME The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION Unique items of information that identify this notification.
 - **PR/AWARD NUMBER** A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
 - ACTION NUMBER A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - **AWARD TYPE -** The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- **3. PROJECT STAFF** This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - *RECIPIENT PROJECT DIRECTOR The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - **EDUCATION PROGRAM CONTACT** The U.S. Department of Education staff person responsible for the programmatic, administrative and businessmanagement concerns of the Department.
 - **EDUCATION PAYMENT CONTACT -** The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- **4. PROJECT TITLE AND CFDA NUMBER -** Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.* KEY PERSONNEL Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS Project activities and funding are approved with respect to three different time periods, described below:
 - **BUDGET PERIOD** A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - **PERFORMANCE PERIOD** The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - *FUTURE BUDGET PERIODS The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
 - *THIS ACTION The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - *BUDGET PERIOD The total amount of funds available for use by the grantee during the stated budget period to this date.
 - *PERFORMANCE PERIOD The amount of funds obligated from the start date of the first budget period to this date.
 - **RECIPIENT COST SHARE** The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - **RECIPIENT NON-FEDERAL AMOUNT -** The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- **8. ADMINISTRATIVE INFORMATION -** This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

- **DUNS/SSN** A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.
- *REGULATIONS Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.
- *ATTACHMENTS Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.
- **9. LEGISLATIVE AND FISCAL DATA** The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

FUND CODE, FUNDING YEAR, AWARD YEAR, ORG. CODE, PROJECT CODE, OBJECT CLASS -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award. **AMOUNT** - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

- 10. TERMS AND CONDITIONS Requirements of the award that are binding on the recipient.
 - *PARTICIPANT NUMBER The number of eligible participants the grantee is required to serve during the budget year.
 - *GRANTEE NAME The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.
 - *PROGRAM INDIRECT COST TYPE The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).
 - *PROJECT INDIRECT COST RATE The indirect cost rate applicable to this grant.
 - *AUTHORIZING OFFICIAL The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

3. PROJECT STAFF - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

7. AUTHORIZED FUNDING

CURRENT AWARD AMOUNT - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

PREVIOUS CUMULATIVE AMOUNT - The total amount of funds awarded under the grant before this action.

CUMULATIVE AMOUNT - The total amount of funds awarded under the grant, this action included.

^{*} This item differs or does not appear on formula and block grants.

Information Items





DATE: May 5, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: CDE Course Review – Retail Floral Design/ Event Planning

BACKGROUND

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

CURRENT SITUATION

Attached is the Course Review for the following programs: Retail Floral Design/ Event Planning, the statistics provided are derived from the 2014-2015 C101 follow-up study completed June 2015

RECOMMENDATION

Information only

EDEN AREA REGIONAL OCCUPATIONAL PROGRAM Criteria for Course Approval and Expansion Annual Review For Class Offerings 2014-2015 School Year

SCHOOL DISTRICT: EDEN AREA ROP					LOCATION: Eden Area ROP Center				nter	
PROG	RAM: I	Retail F	loral De	sign/ Event Pla	anning	INSTRUCT	ΓOR:	Judi Kauf	mann	
Course			Enrollment as of 14/15				Enrollment as of 13/14		Е	Enrollment as of 12/13
Name				Year to Date		Ye	ar to Da	ite		Year to Date
	il Floral/ E	vent Plar	nning	34			42			38
Commer										
•				enrollment mainta	ined to sus	stain agreed maste	er sche	edule for offsite	and staffir	ng.
	\ ⊠ Potentia		☐ NO	Ilment divided by Y	oar to dat	o Enrollmont\:				
	ok: The Ar	<u> </u>		ilinent divided by i		Author: N/A		Edition	· Ν/Δ	
NO.	YES	NO	Doolgii			Addio: N/A		Lattion	1. 14/73	
110.	*	110	ENROLI	LMENT – Course r	neets curre	ent or future labor	marke	t news.		
	*		CLASS SCHEDULE:		SECTIONS MINS PER		E	EXPECTED MINIMUM		
1.			Block		PER YEAR:		ECTION:		DENTS PER SECTION:	
				Varies		1		3hrs.		25+
2.	*		AVAILA	BILITY OF QUAL	IFIED INST	TRUCTOR – Quali	fied/ C	redentialed Inst	tructor tea	ching course.
2	×		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and							
3.	•		work with their counterparts in other programs.							
4.	×		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all							
			aspects of industry.							
5.	×		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as							as part of a sequence
	4-		of courses, career pathways, etc. 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							
6.			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.	*		LABOR MARKET NEEDS – Course meets current or future labor market needs.							
8.	×		WORK BASED LEARNING - Course incorporates work based learning opportunities (i.e. guest speakers, field							
.			trips, mock interviews, or student organizations)							
9.			COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates							
			community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing) JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-							
10.	×		level positions or course prepares students for further training opportunities within the designed career pathway.							
	*		FACILITIES AND EQUIPMENT ACCOMMODATION							
11.	•		District will provide a facility which adequately accommodates the program.							
11.			EAROP will provide a facility which adequately accommodates the program.							
				trict shares cost of	equipment	t if program is cros	s utiliz	zed.		
	CONSIDE		S :					-		
A-G Credit for UC - F					State and National Licensing or Certification					
Community College Articulation - Mission										
Dual Enrollment						Emerging Te	chnologies	§ -		
COMPL	ANCE CA	TEGORI	ES							
R -	Retain		<u>W - V</u>	Vatch Program:	P -	Probation:		R – Reduce		S/T - Suspend/
Program: Program meets all criteria.			All criteria not met. See areas that need to be Criteria			s not being met.	Pro	ogram: Downsiz	zing	Terminate program.
						in danger of	pro	gram.		
			complied v	with.	suspensi	on.				



DATE: May 5, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: WASC Action Plan-First Year Report

BACKGROUND

Western Association of Schools and Colleges (WASC) involves a dual purpose that continues the expectation that schools must be worthy of the Trust placed in them to provide high quality learning opportunities, but with the added requirement that they clearly demonstrate that they are about the critical business of continual self-improvement

CURRENT SITUATION

The accreditation process is all about fostering excellence and the highest quality learning experience we can envision for all of our students. Staff will review the first year of our adopted six year WASC Action Plan.

RECOMMENDATION

Information only

Action Items





DATE: May 5, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 6-15/16: Day of the Teacher

CURRENT SITUATION:

Day of the Teacher is observed on May 11, 2016 by schools in the State of California. Attached Resolution 6-15/16 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 6-15/16: Day of the Teacher.

Day of the Teacher: May 11, 2016

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

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

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

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

WHEREAS, May 11, 2016 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 13, 2015

PASSED AND ADOPTED this 5th day of May 2016 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES: NOES: ABSTENTIONS: ABSENT:		
	Linda Granger	

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



DATE: May 5, 2016

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 7-15/16: Classified Employees' Week

CURRENT SITUATION:

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 15-21. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 7-15/16: Classified Employees' Week.

Classified Employees' Week: May 15-21, 2016

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

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

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

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

WHEREAS, May 15-21, 2016 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all ROP students and declare the week of May 15-21, 2016 as Classified Employees' Week at the Eden Area Regional Occupational Program.

PASSED AND ADOPTED this 5th day of May 2016 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:
NOES:
ABSTENTIONS
ABSENT:

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



DATE: May 5, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 8-15/16: Temporary Borrowing Between Funds

BACKGROUND

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

CURRENT SITUATION

The Education code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to borrow between funds temporarily to address cash flow shortages. To permit the payment of obligations of the District incurred in the fiscal year 2016-2017.

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 8-15/16: Temporary Borrowing Between Funds.



Resolution No. 8-15/16

Temporary Borrowing Between Funds

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

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

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

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 5th day of May 2016, by the following vote:

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



DATE: May 5, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 9-15/16: Year End Budget Transfers of Funds

BACKGROUND

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

CURRENT SITUATION

The Education code permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to make budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications. To permit the payment of obligations of the District incurred in the fiscal year 2015-2016.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 9-15/16: Year End Budget Transfers of Funds.



Resolution No. 9-15/16

Year End Budget Transfers of Funds

WHEREAS, the Board of Trustees on June 4, 2015, adopted its budget for the Fiscal year 2015-2016; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the Eden Area ROP is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2015-2016 under the provisions of the Education Code Sections 35161, 42600, 42601, 42602, and 42610.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 5th of May 2016, by the following vote:

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AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	



DATE: May 5, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 10-15/16: Authority to Sign Contracts for the

2016-2017 Fiscal Year

BACKGROUND

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

CURRENT SITUATION

By adopting Resolution 10-15/16, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for the 2016-2017 fiscal year. Based on Public Contract code 20118, all contracts signed by the individuals are ultimately ratified by the Board, either by personnel appointments, approval of warrants, or other methods, in relationship to purchasing; it limits the authority to sign to correspond with bidding limitations.

This resolution is for 2016-2017 fiscal year and will be brought back to the Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-15/16: Authority to Sign Contracts for the 2016-2017 Fiscal Year.



Resolution No. 10-15/16

Authority to Sign Contracts for the 2016-2017 Fiscal Year

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

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

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

NOW, THEREFORE, BE IT RESOLVED, The officers to whom such power to enter into contracts is delegated are: Superintendent, Director, Business Manager, and Assistant Director.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 5th day of May 2016, by the following vote:

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



DATE: May 5, 2016

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 11-15/16: Delegation of Powers to Agents for

the 2016-2017 Fiscal Year

BACKGROUND

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

CURRENT SITUATION

By adopting Resolution 11-15/16, Per Education code 39656 the Governing Board of any school district is able to delegate authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting.

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

This resolution is for 2016-2017 fiscal year and will be brought back to the Governing Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-15/16: Delegation of Powers to Agents for the 2016-2017 Fiscal Year.



Resolution No. 11-15/16

Delegation of Powers to Agents for the 2016-2017 Fiscal Year

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20114 and 20118.4, equipment and services for 2016-2017 fiscal year.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 5th day of May 2016, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

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