

# GOVERNING BOARD MEETING AGENDA

Thursday, April 7, 2016

5:30 pm

**Location:**

26316 Hesperian Blvd.  
Hayward, CA 94545

**Website:**

[www.edenrop.org](http://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, April 7, 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. Student of the Month**

A. Presentation of ROP Student of the Month Awards (page 4)

**VII. CONSENT CALENDAR**

Action by the ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing

Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 3, 2016 (pages 5-10)
- B. Request the Governing Board to approve the Bill Warrants (pages 11-14)
- C. Request the Governing Board to approve the Personnel Action Items (pages 15-16)
- D. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 17-18)
- E. Request the Governing Board to approve the Roster of Public Agencies Filing (pages 19-20)
- F. Request the Governing Board to approve the Revised MOU for Data Sharing (pages 321-29)

**VIII. INFORMATION ITEMS**

- A. NFTE Update (page 30)
- B. High School Liaison Report (page 31)
- C. Career Counselor Report (page 32)
- D. CDE Course Review- Marketing Me/Marketing Economics (pages 33-34)
- E. DECA Conference Update (page 35)

**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 (pages 36-42)
- B. Request the Governing Board to approve the Eden Area ROP Joint Powers Authority (JPA) Agreement (pages 43-56)

**X. Superintendent's Report**

**XI. Communications**

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

- A. Public
- B. ROP Governing Board

**XIII. Recess to Closed Session**

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

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

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

**XV. Adjournment**



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** Presentation of ROP Student of the Month Awards

## BACKGROUND

The Eden Area ROP has developed a Student Recognition Program to acknowledge outstanding efforts and achievements of our students.

## CURRENT SITUATION

The Student Recognition Program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as “ROP Students of the Month” for April:

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

## RECOMMENDATION

Information only

# Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board  
March 3, 2016**

**I. Call to Order**

Mr. Gary Howard, President, called the meeting to order at 5:30 p.m. on Thursday, March 3, 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	
Lisa Brunner, Vice President	Hayward USD	<b>time arrived 5:35 pm</b>
Janet Zamudio, Member	San Lorenzo USD	
Vince Rosato, Alternate	San Leandro 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:

Bill Deslaurier	Construction/Green Technology Program Instructor
Barbara Juarez	Welding/Metal Fabrication Technology Program Instructor
Gabriela Juarez	Superintendent's Administrative Assistant
Judi Kaufmann	Retail Floral Design/Event Planning Program Instructor
Audra Muñoz	Career Counselor
Kathy O'Brien	Registered Dental Assisting Program Instructor
John Taylor	Criminal Justice Program Instructor
Levine Visico	Criminal Justice Program Instructor

Others Present:

Students of the Month and their families  
Chris Floethe, Executive Director      Construction Craft Training Center (CCTC)

**III. Pledge of Allegiance**

Nancy Davila Santana led the Pledge of Allegiance.

**IV. Mission Statement**

Jasmine Vera read the Eden Area ROP Mission Statement.

## **V. Approval of Agenda**

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

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

## **VI. Student of the Month Awards**

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

Jasmine Vera	Arroyo High School	Criminal Justice
Enrique Carreto	Arroyo High School	Criminal Justice
Athena Rodriguez	Hayward Independent Studies	Floral Design/Event Planning
Nancy Davila Santana	Hayward High School	Dental Assisting
Adrian Lopez	San Leandro High School	Welding/Metal Fabrication

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

## **VII. Consent Calendar**

Trustee Janet Zamudio moved to approve the Consent Calendar with the exception of item D that was pulled for discussion and moved to become Action Item B:

- A. Approve the Minutes of the Regular Governing Board Meeting of February 4, 2016
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Governing Board to approve the MOU for Data Sharing

Trustee Vince Rosato seconded the motion with the changes.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0



## **VIII. Information Items**

### **A. CDE Course Review-Construction Technology**

Mr. Craig Lang, Director, introduced Bill Deslaurier to present information about the Construction Technology program. Mr. Deslaurier reported that the Construction Technology program is a capstone program for the Industrial Wood course offered at Hayward and San Leandro High Schools. The curriculum for the program includes learning to use hand tools, power tools, site and building layout, roofing, insulation, ceiling, floors, solar panels, electrical, plumbing, HVAC systems, windows and layouts. Mr. Deslaurier also prepares his students with soft skills such as respect, punctuality, reputation, personal responsibility, professional behavior, safety, pride, integrity, commitment, personal appearance, focus, responsibility to others and adherence to rules. Mr. Deslaurier runs the class as if it were an actual construction site. He reviewed the projects that students have completed on campus. Students have refinished table tops for reuse, built a fully functioning green house for the garden and a shed.

Trustee Vince Rosato asked how does the ROP follow up with students after they graduate. Superintendent Granger explained that we follow up 6 months post graduation through the C101 process.

### **B. California Career Pathway Trust Grant Update**

Mr. Evan Goldberg, Grant Coordinator, presented on the California Career Pathway Trust (CCPT) Round 2 Grant. He explained that there are a total of 3 grants: The Eden Area Career Pathways Consortium, the East Bay Career Pathways Consortium and ACOE. The Eden Area Career Pathways Consortium is built into the infrastructure of the other grants.

Mr. Goldberg discussed the leadership role of the ROP. He stated that Superintendent Granger is the visionary of the CCPT grant and has been the go to for other consortiums during the development process.

Mr. Goldberg shared how the grant has strengthened the districts and ROP's CTE infrastructures. The funding has allowed for more staffing, specifically centralized staffing. The ROP and the districts are able to better support current pathways and the development of new pathways.

The Peralta and Eden Area Consortiums work closely together and meet on a monthly basis. He further discussed that in terms of professional development they are now coordinating the local pathway action teams. There will be monthly meetings to coordinate professional development opportunities for the teachers at the four districts. There will also be special sessions for principals and school leaders to examine the role of school leaders in pathway development.

The Grant Coordinator highlighted that the ROP excels in work based learning opportunities. The ROP's Work Based Learning Specialist, Jayne Salinger, is the single point of contact between teachers and businesses which helps reinforce a strong working relationship. The ROP also coordinates special events such as Manufacturing Day. Over 350 students from all four member districts visited manufacturing facilities and then attended a presentation at Chabot College. Currently, the ROP is working on creating a similar event for health and bio tech and media arts.

Mr. Goldberg explained how the Eden Area Career Pathway is constructed. The Eden Area ROP is the lead agency for our four member districts. We also work closely with Chabot College and the three chambers of commerce. Peralta College and ConnectED provide professional development. He further explained that a career pathway is an intentional pathway design that goes from 9-14 and is designed by the schools themselves. The pathways includes: CTE/integration with core subject matter, work-based learning experiences, student leadership component, student support systems, integration with community college and middle school awareness and exploration. Under the grant, at this time Hayward, San Lorenzo and San Leandro school districts are developing pathways in public services and ICT/digital media. Castro Valley and San Leandro are developing engineering and advanced manufacturing.

### **C. Skills USA Regional Update**

Mr. Craig Lang, Director, presented information on the SkillsUSA Regional competition. The Eden Area ROP Hayward Center had students compete in the regional competition in Santa Rosa, San Jose and at the ROP center. The students represented the following programs: Auto Refinishing, Computer/Web Programming, Criminal Justice, Culinary Science, and Construction Technology. Eighteen students received top scores and are eligible to compete in the State competition in San Diego.

## **IX. Action Items**

### **A. Request the Governing Board to approve the Second Interim Budget Report for the 2015-2016 School Year**

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Janet Zamudio, the Governing Board approved the second interim budget report for the 2015-2016 school year.

AYES:	4 (Brunner, Howard, Rosato, Zamudio)
NOES:	0
ABSTAIN:	0
ABSENT:	0

### **B. Request the Governing Board to approve the MOU for Data Sharing**

Item D was pulled from the consent calendar to be discussed as Action Item B. Trustee Janet Zamudio had a question regarding page 2 section 1: Data Sharing. She noted that under section 1 it states that data being shared would include “personally identifiable information such as names, date of birth, gender, and ethnicity as well as courses and grades, etc.” Trustee Zamudio wanted to know how the data is shared across districts and how is the identity of the students being protected? Superintendent Granger explained that data has always been shared, however, at the last coordinating council meeting the superintendents agreed that they should have something formally in place.

Currently, once a month each district has a contact person that electronically sends the ROP the exported data to be imported into our system. The ROP is the lead agency in both the CPT and CTE Incentive Grant and under both grants the ROP is required to report data. Superintendent Granger highlighted that the reason she used the word “etc.” was to ensure

that nothing was missed in the list of data to be shared. Trustee Zamudio felt that etc. left it wide open and suggested it be replaced by “and any other information required for grant reporting.”

Upon review of and a motion by Trustee Janet Zamudio and a second by Trustee Vince Rosato, the Governing Board approved the MOU for Data sharing with the modification to Section 1.

AYES: 4 (Brunner, Howard, Rosato, Zamudio)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 0

#### **X. Superintendent’s Report**

Linda Granger shared a letter from ACOE accepting the ROP’s first interim.

She reported that she presented to the East Bay Career pathways working group on CTE credentialing. She also shared that in association with CAROCP on Monday she met with all elected officials in Sacramento and stressed the need for designated funding for CTE. She was excited to report that the CTE incentive grant application for over \$3 million is going to the state board for approval. She concluded her report by informing the board that with the assistance of SSC that we are finalizing the new funding model for the JPA.

#### **XI. Communications**

None

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

##### **A. Public**

None

##### **B. Governing Board Reports**

Vince Rosato, San Leandro USD representative, shared that the Alameda County School Board Association will be having elections and legislative updates at the next meeting.

Janet Zamudio, San Lorenzo USD representative, reported that her district is examining small learning communities (SLC) and how to revitalize them. The district is having the first study session on the topic on March 14.

Lisa Brunner, HUSD representative, said that her district is on target to completing the Stem buildings to be completed by fall 2017. They are currently in the discussion phase.

Gary Howard, Castro Valley USD representative, shared they are also in the planning phase to work on a strategic plan at Castro Valley. They are meeting with several different groups to solicit input. Tomorrow they will be meeting with ROP for their input.

**IV. Recess to Closed Session**

The meeting was called into closed session at 7:10 pm

- A. 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 8:15 p.m.

- A. Public Employee Discipline/Dismissal/Release/ Hiring (Pursuant Government Code Section 54957)**

No action was taken

**XIII. Adjournment**

The meeting was adjourned at 8:15 p.m.

Approved by the Eden Area ROP Governing Board \_\_\_\_\_.

\_\_\_\_\_  
Linda Granger, Superintendent  
Clerk to the ROP Governing Board



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sabrina Ubhoff, Accounting Technician  
**SUBJECT:** Request the Governing Board to approve the Bill Warrants

#### **CURRENT SITUATION**

The bill warrants submitted for approval are for the period of February 22, 2016 through March 16, 2016 and include test warrant numbers and voided warrants.

#### **CONSENT CALENDAR**



**DATE:** April 7, 2016  
**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**



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

## **BACKGROUND**

Education Code 35186 (d) requires the following:

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

## **CURRENT SITUATION**

Attached is a report for the complaints and resolutions through April 1, 2016 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

**Quarterly Report on Williams Act Complaints**

[Education Code 35186 (d)]

Report through: April 1, 2016

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

Quarterly Report Submission (check one)→

Date: April 1, 2016

- ☐ January 2016  
☒ April 2016  
☐ July 2016  
☐ October 2016

Date for information to be reported publicly at the Governing Board meeting: April 7, 2016.

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Publicly reported at the Governing Board meeting on: April 7, 2016

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Linda Granger, Superintendent





**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Roster of Public Agencies Filing

## **BACKGROUND**

The Superintendent or designee shall annually verify that all information regarding the ROP and the Board is filed accurately with the Roster of Public Agencies in the office of the Secretary of State and the County Clerk. The verified information shall include the name of the ROP, the mailing address of the ROP, and the names and addresses of the presiding Governing Board officer, the Governing Board Clerk or Secretary and other members of the Governing Board.

## **CURRENT SITUATION**

The Governing Board is being requested to approve the Statement of Facts—Roster of Public Agencies Filing for 2016.

## **CONSENT CALENDAR**



# State of California Secretary of State

## STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

### Instructions:

1. Complete and mail to: Secretary of State,  
P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. A street address must be given as the official mailing address or as  
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☐

(Office Use Only)

Legal name of Public Agency: \_\_\_\_\_

Nature of Update: \_\_\_\_\_

County: \_\_\_\_\_

Official Mailing Address: \_\_\_\_\_

Name and Address of each member of the governing board:

**Chairman, President or other Presiding Officer** (Indicate Title): \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

**Secretary or Clerk** (Indicate Title): \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

### Members:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME

\_\_\_\_\_ Date

ADDRESS

\_\_\_\_\_ Signature

CITY/STATE/ZIP

\_\_\_\_\_ Typed Name and Title



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Revised MOU for Data Sharing

## **BACKGROUND**

Our partner districts have given us limited data regarding the students that enroll in ROP programs from their districts. This data included basic demographic information and the students' attendance for site based programs.

## **CURRENT SITUATION**

Given the changes in the data collection demands from the state and the reporting requirements for the Career Pathways Trust Grant and the CTE Incentive Grant, the Eden Area ROP needs to collect more detailed data regarding high school students. This data sharing MOU will enable the ROP to meet the requirements of the grant while adhering to applicable laws regarding the dissemination of data to partners.

At the March 3, 2016 board meeting, a data sharing MOU was approved by the board with modifications. Since that meeting we have sent it to districts for approval and there were additional questions. To this end, legal counsel reviewed the MOU and the MOU being brought forward tonight will replace the previous data sharing MOU.

## **CONSENT CALENDAR**



26316 Hesperian Blvd., Hayward, CA 94545  
P: (510) 293-2900 • F: (510) 293-8225 • [www.edenrop.org](http://www.edenrop.org)  
Superintendent: Linda Granger

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**INTERAGENCY MEMORANDUM OF UNDERSTANDING FOR  
SHARING STUDENT RECORD INFORMATION IN  
FURTHERANCE OF REPORTING PROGRESS AND  
OUTCOMES OF STUDENTS ENROLLED IN ROP  
PROGRAMS**

**Preamble**

This Memorandum of Understanding, herein referred to as "MOU," dated April \_\_, 2016, is entered into by and between Eden Area Regional Occupational Program ("Eden Area ROP" or the "ROP") and Castro Valley Unified School District, Hayward Unified School District, San Leandro Unified School District, and San Lorenzo Unified School District (herein collectively the "Districts") Both the ROP and the Districts are collectively referred to herein as the "Parties.").

**Recitals**

WHEREAS, The purpose of this MOU is to facilitate the ROP's creation and maintenance of individual-level data sets and a linked Master Data Set and the sharing of subsidiary identifiable, de-identified, or restricted-use data sets for the use of approved staff, for tracking individual student characteristics, program participation, and outcomes. Participation in this MOU on the part of the Districts entails providing personally identifiable information from student records to the ROP for the purpose of:

- (a) Collecting and reporting progress and outcomes of students enrolled in ROP programs at the high school sites or the ROP center to the Districts;
- (b) Collecting and reporting aggregated de-identified information to the California Department of Education in accordance with the Career Pathways Trust grant and the CTE Incentive Grant; and
- (c) Providing aggregated de-identified information to the Districts in support of LCAP objectives.

WHEREAS, the Parties desire to ensure that the terms in the MOU will satisfy the requirements of Education Code section 49076, and will ensure the

confidentiality of pupil records in accordance with the Family Education Rights and Privacy Act (FERPA) 20 USC § 1232g; 34 CFR Part 99 et. seq., and all other applicable Federal and State laws and regulations.

WHEREAS, FERPA 20 USC § 1232g et. seq. and Education Code § 49076(a)(2)(E) permits disclosure to authorized representatives of State educational authorities and organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.

WHEREAS, California Education Code § 49076(a)(1)(C) further permits educational agencies to disclose student educational records to authorized representatives of state and local educational authorities, or the United States Department of Education's Office for Civil Rights, if the information is necessary to audit or evaluate a state or federally supported educational program, or in connection with the enforcement of, or compliance with, the federal legal requirements that relate to such a program. Records released pursuant to this subparagraph shall comply with the requirements of Section 99.35 of Title 34 of the Code of Federal Regulations.

WHEREAS, The Parties who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending the Districts schools.

WHEREAS, The Parties have determined that the Eden Area ROP is an institution that has a legitimate educational interest in receiving the student records in that Eden Area ROP is an accredited educational institution that intends to use the student records from students enrolled in schools operated by the Districts to analyze student progress for the purpose of improving instruction and student outcomes.

WHEREAS, The Eden Area ROP will share aggregated de-identified information of their findings with the Districts annually for the purpose of allowing them to evaluate and analyze their respective educational programs.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits derived there from, the Parties hereto agree as follows:

## **2. Provision of Information**

For the purposes of the this agreement, and specifically to assist the ROP in improving the Districts' instructional programs and student outcomes and applying for grants, the Districts agree to provide the ROP with academic data reports composed of information derived from student records concerning their respective students. The Districts agree to provide the ROP with access only to the limited student education records information necessary to further the goals laid out in this agreement and solely for use in a manner and for a purpose consistent with ROP's authority to access information in accordance with applicable federal and state law, including, but not limited to the FERPA, 20 U.S.C. & 1232g et. seq.; 34 C.F.R. Part 99 et. seq., and Education Code 49076 et. seq.

The data shall be provided at least monthly, consistent with the dates established by the representatives of the Parties. Said data shall be provided in the manner and form as specified by the designated representatives from the Parties. This data may include personally identifiable information such as names, date of birth, gender, and ethnicity as well as courses and grades, and any other information required for grant reporting.

Any data received pursuant to this MOU shall be destroyed when it is no longer needed for the purpose of this Agreement and no later than 7 years from the date the data is first received. Additionally, the Parties agree NOT to release data to any other unauthorized person or organization.

## **3. Conditions for Provision of Information**

The ROP agrees to comply with each and every one of the following conditions, which govern the use and disclosure of student education records, or personally identifiable information contained in student education records:

3.1 Strict Confidentiality. The ROP agrees to hold all student education records that it may receive pursuant to this MOU in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b).) This agreement not to re-disclose such records applies to any such disclosure other than among the Parties.

3.2 Limitation on Use. The ROP agrees to use each student education record that it may receive pursuant to this MOU solely for a purpose(s) consistent with the ROP's authority to access that information in accordance with this section, as applicable. (34 C.F.R. § 99.33 (a) (2).)

All data shared as part of this MOU shall remain the property of the supplying

District. The Parties represent and warrant further that data covered under this MOU shall not be disclosed, released, revealed, showed, sold, rented, leased, or loaned to any person or organization except as (1) specified herein, or (2) required by law. Access to the data covered by this MOU shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only. Notwithstanding these exceptions, the ROP understands and agrees that it will not, under any circumstances, disclose personally identifiable information from the records it receives from the Districts to any other party not subject to this MOU.

The ROP understands and agrees that it will not use the information for any purpose other than the purposes for which the disclosure was made specifically, such purpose is: in furtherance of collecting and reporting progress and outcomes of students enrolled in ROP programs at the high school sites or the ROP center to the Districts, collecting and reporting aggregated de-identified information to the California Department of Education in accordance with any state or federal grants such as the Career Pathways Trust grant and the CTE Incentive Grant, and providing aggregated de-identified information to the Districts in support of LCAP objectives.

The Parties, shall adhere to all legal requirements, including but not limited to the Federal Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g) and Education Code section 49076, as well as applicable District Board policies. In addition to FERPA, the ROP shall comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the ROP; the services being provided by the ROP; the ROP 's business, equipment and personnel engaged in operations covered by this MOU; and the protection of pupil records and personally identifiable information, including but not limited to Education Code section 49060 et seq., the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). The ROP certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of pupil records and the ROP will comply with all such requirements.

Should the Parties, their agents, or assignees; or the United States Department of Education determine that release of data under this MOU does not satisfy the requirements of 20 USC 1232g or Education Code 49076, any of the parties to this MOU may terminate their agreement to this MOU.

All staff members who have access to the data will be trained regarding compliance with all applicable agreements and regulatory requirements related to data sharing.

3.3 Security Measures. The ROP shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all student education records received from the Districts pursuant to this MOU. The ROP shall provide the Districts with a written summary of its security measures for review upon request. Should the ROP contract with any subcontractors, consultants, agents, or other third parties to perform any services or activities on its behalf pursuant to 34 C.F.R. § 99.31(a)(1)(B) which may require the third party to access student education records, the ROP shall immediately notify the Parties in writing prior to such disclosure and shall extend its security measures to any third parties by contract.

3.4 Reported Violations. The ROP's personnel assigned to maintain the data, including its grant coordinator, data technician, and attendance specialist will issue a report identifying any privacy and security breach on covered data. The report will be completed within three (3) business days from the time the breach was discovered and include corrective measures to prevent any future similar breaches. Failure to comply within this time frame will result in temporary or permanent termination of access to covered data and possibly termination of this MOU. If any individually identifiable student data was included in the data breach, parents will be notified in writing of the data breach within ten days.

3.5 Recordkeeping Requirements. Eden Area ROP agrees to comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.

3.6 Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this MOU, the ROP hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that it receives pursuant to this MOU to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

3.7 Return or Destruction of Student Education Records. Upon termination, cancellation, expiration, or other conclusion of this MOU, the ROP shall return all copies of student records that it has received from the Districts pursuant to this MOU and, or an agreement between the ROP and the Districts and which it is not required to maintain by applicable law or regulation, within two (2) weeks or, if return of records is not feasible or desirable as determined



by the Districts, the ROP shall instead promptly destroy any and all copies of the Districts' education records in its possession upon written request from the Districts, and shall further confirm such destruction in writing to the Districts within two (2) weeks of the destruction of the data.

#### **4. Agreement to Keep Information Confidential**

4.1 The ROP and the Districts agree that each entity shall comply with applicable federal and state laws relating to the confidentiality of the Districts' provided information.

4.2 The Parties further agree that all information exchanged shall only be used for the intended purposes outlined in this MOU, to limit disclosure of the exchanged information within its own organization to its directors, officers, and employees, who have a need to know, and to not disclose any information to any third party other than the ROP, (whether an individual, corporation, or other entity) without the expressed prior written consent of the other Party. Each Party shall satisfy its obligation, if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees and others who are permitted access to or use of the Districts' provided information.

#### **5. Indemnification**

All Parties agree to indemnify the other Parties and each other's board members, officers, agents, consultants, and employees against, and to hold the same free and harmless from, any and all claims, demands, damages, injuries, losses, costs, expenses, actions, or liabilities caused through their respective omission, or negligence, in connection with the performance of this Agreement.

#### **6. Entire Agreement**

This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

#### **7. Execution**

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

#### **8. Assignment**

None of the signatories to this MOU may assign their rights, duties, or

obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

## **9. Severability**

The terms of this MOU are contractual and not mere recitals. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provision or application of the MOU which can be given effect without the invalid provision or application, and to this end, the provisions of this MOU are declared to be severable.

## **10. Waiver**

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

## **11. Modification and Amendments**

This MOU may be amended or modified at any time by written mutual agreement of the authorized representatives of the signatories to this MOU. The Parties further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the Parties are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet to discuss modification of this MOU within a reasonable period of time, which time period shall not exceed twenty (20) business days.

## **12. Termination**

If a District reasonably determines in good faith that the ROP has materially breached any of its obligations under this MOU, the District, in its sole discretion, shall have the right to provide the ROP with a fifteen (15) day written notice to cure the breach. If the ROP fails to cure a breach within that period of time, the District may terminate its agreement to the MOU immediately. If, in its sole discretion, the District determines that cure is not possible, the District may provide written notice of immediate termination of its agreement to the MOU.

## **13. Counterparts and Electronic Signatures**

This Agreement may be executed in any number of counterparts, each of

which shall be deemed to be an original and all of which shall constitute together one and the same instrument. A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

#### **14. Governing Law**

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

#### **15. Headings and Captions**

The headings and captions used in this MOU are for convenience of reference only, and shall in no way define, limit, expand, or otherwise affect the meaning or construction of any provision of this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers as of the day and year first above written.

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Superintendent, Eden Area ROP

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Date

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Superintendent, Castro Valley Unified School District

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Date

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Superintendent, Hayward Unified School District

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Date

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Superintendent, San Leandro Unified School District

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Date

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Superintendent, San Lorenzo Unified School District

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Date

# Information Items





**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sheila Lawrence, Assistant Director of Offsite Programs  
**SUBJECT:** NFTE Update

## **BACKGROUND**

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

## **CURRENT SITUATION**

We have six teachers implementing the NFTE curriculum within our programs. They are Mr. Rick Charles teaching Business Economics at Hayward High School, Mrs. Dawn Fregosa teaching Entrepreneurship and Business Economics & Finance at San Leandro HIGH SCHOOL, Laura Jagroop at Tennyson & Mt. Eden High School, and Mrs. Christina Charlton at Arroyo High School. At the Hayward Center, Mrs. Judi Kaufmann teaching Floral Design & Event Planning.

## **RECOMMENDATION**

Information only

**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sheila Lawrence, Assistant Director  
**SUBJECT:** High School Liaison Report

## **CURRENT SITUATION**

The High School Liaison actively seeks opportunities to make public relations with all of the comprehensive and continuation high schools that we partner with in Hayward, San Leandro, Castro Valley, and San Lorenzo.

Public Relations (PR) and community outreach is a strong component in the work of the High School Liaison. She has been involved in numerous PR functions since the start of the 2015-2016 school year. Some of these functions include scheduling the Sophomore Tours, attending career and college events at middle and high schools as well as tabling at Back-to-School nights, lunchtime events, and city-wide events.

## **RECOMMENDATION**

Information only



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** Career Counselor Report

### **BACKGROUND INFORMATION**

Last year, the Governing Board approved a reorganization of the Educational Services Department. As part of this reorganization, a part time career counselor position was approved.

### **CURRENT SITUATION**

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

### **RECOMMENDATION**

Information only



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director  
**SUBJECT:** CDE Course Review – Marketing Me/Marketing Economics

## **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: Marketing Me and Marketing Economics, 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**

<b>SCHOOL DISTRICT:</b>		<b>EDEN AREA ROP</b>		<b>LOCATION:</b>		<b>San Leandro, San Lorenzo, Hayward, Castro Valley, Mt. Eden, Arroyo</b>	
<b>PROGRAM:</b>		<b>Marketing Me &amp; Marketing Economics</b>		<b>INSTRUCTOR:</b>		<b>Fregosa, Maynard, Shivers, Emery, Stephens, Charlton, Charles, Jagroop</b>	
Course Name		Enrollment as of 14/15 Year to Date		Enrollment as of 13/14 Year to Date		Enrollment as of 12/13 Year to Date	
Marketing Me		180		192		307	
Marketing Economics		424		416		500	
Comments: <ul style="list-style-type: none"> <li>Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing.  <input checked="" type="checkbox"/> YES    <input type="checkbox"/> NO</li> <li>Retention rate (Active Enrollment divided by Year-to-date Enrollment):</li> </ul>							
<b>Text Book:</b> Economics Principles and Practices				<b>Author:</b>		<b>Edition:</b> 2012	
<b>NO.</b>	<b>YES</b>	<b>NO</b>					
1.	<b>✗</b>		<b>ENROLLMENT</b> – Course meets current or future labor market news.				
			<b>CLASS SCHEDULE:</b> Block		<b>SECTIONS PER YEAR:</b>	<b>MINS PER SECTION:</b>	<b>EXPECTED MINIMUM STUDENTS PER SECTION:</b>
			Varies		1	90 mins.	25+
2.	<b>✗</b>		<b>AVAILABILITY OF QUALIFIED INSTRUCTOR</b> – Qualified/ Credentialed Instructor teaching course.				
3.	<b>✗</b>		<b>LEADERSHIP</b> – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	<b>✗</b>		<b>CURRICULUM and INSTRUCTION</b> – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	<b>✗</b>		<b>SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT</b> – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	<b>✗</b>		<b>ADVISORY COMMITTEE</b> – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> 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.				
			<b>Comments:</b>				
7.	<b>✗</b>		<b>LABOR MARKET NEEDS</b> – Course meets current or future labor market needs.				
8.	<b>✗</b>		<b>WORK BASED LEARNING</b> – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	<b>✗</b>		<b>COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION</b> – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing )				
10.	<b>✗</b>		<b>JOB PLACEMENT/FURTHER EDUCATION OPTIONS</b> – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	<b>✗</b>		<b>FACILITIES AND EQUIPMENT ACCOMMODATION</b>				
			<input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
<b>OTHER CONSIDERATIONS:</b>							
<input checked="" type="checkbox"/> A-G Credit for UC - G				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation - Chabot, Ohlone, Mission				<input checked="" type="checkbox"/> Strong Business or Industry Partnership			
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -			
<b>COMPLIANCE CATEGORIES</b>							
<input checked="" type="checkbox"/> <b>R – Retain Program:</b> Program meets all criteria.		<input type="checkbox"/> <b>W - Watch Program:</b> All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> <b>P - Probation:</b> Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> <b>R – Reduce Program:</b> Downsizing program.	
						<input type="checkbox"/> <b>S/T - Suspend/ Terminate program.</b>	



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Sheila Lawrence, Assistant Director of Offsite Programs  
**SUBJECT:** DECA Conference Update

## **BACKGROUND**

Students are encouraged to participate in career and technical student-based organizations that support workplace and leadership skills. California DECA is a student organization whose program of leadership and personal development is designed especially for students interested in marketing, finance, management and entrepreneurship. The 2016 DECA Northern California Career Development Conference was held January 15-17, 2016 at the San Ramon Marriott. Over 100 students from Eden Area ROP DECA Chapters attended this conference, winning top honors in many categories.

## **CURRENT SITUATION**

March 3 – 6, 2016, students from all over the State of California attended the DECA State Career Development Conference in San Diego, California. Students who excelled in their competitive events will qualify to compete in the DECA International Career Development Conference which will be held in Nashville, Tennessee April 22-25.

## **RECOMMENDATION**

Information only

# Action Items





**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** 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

### **CURRENT SITUATION**

Pursuant to Education Code Section 42632 for K-12 and Section 85232 for community colleges, require that signatures of all Governing Board members and signatures of persons authorized by the Governing Board to sign orders must be filed with the County Superintendent of Schools.

### **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 3-15/16: Signature Card-Board Members; Resolution 4-15/16: Signature Card-Authorized Agents: Payroll Warrants and Disbursements; and Resolution 5-15/16: Signature Card-Authorized Agents: Official Documents and Reports.



## Resolution No. 3 15/16

### Fiscal Year 2015-2016

### Signature Card - Authorized Agents Payroll Warrants & Disbursements

#### TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

**WHEREAS**, pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name; and

**WHEREAS**, the Governing Board of each school district shall be responsible for filing such signatures with the County Office of Education per Education Code Section 42633; and

**WHEREAS**, this resolution supersedes all previous resolutions authorizing such signature(s) on behalf of the Governing Board, and declares said prior resolutions null and void;

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board of the Eden Area Regional Occupational Program (ROP) authorizes and empowers the following person(s) to sign orders in its name effective as of the date of this resolution:

1. \_\_\_\_\_  
Signature  
Linda Granger  
Type Name  
Superintendent  
\_\_\_\_\_  
Title
2. \_\_\_\_\_  
Signature  
Craig Lang  
Type Name  
Director  
\_\_\_\_\_  
Title
3. \_\_\_\_\_  
Signature  
Sheila Lawrence  
Type Name  
Assistant Director of Offsite Programs  
\_\_\_\_\_  
Title
4. \_\_\_\_\_  
Signature  
Stefanie Bradshaw  
Type Name  
Assistant Director of Adult Programs  
\_\_\_\_\_  
Title

5. \_\_\_\_\_  
Signature \_\_\_\_\_ Marites Fermin  
Type Name  
Business Manager  
Title

6. \_\_\_\_\_  
Signature \_\_\_\_\_ Evan Goldberg  
Type Name  
Grant Coordinator  
Title

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 7<sup>th</sup> day of April 2016 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY\_\_\_\_\_ as our current list of signers.

\_\_\_\_\_  
Date Signature, President of the Governing Board



## **Resolution No. 4 15/16**

### **Fiscal Year 2015-2016**

#### **Signature Card-Board Members**

**TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:**

**WHEREAS**, pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of a school district shall be signed by at least a majority of the members of the Governing Board of the district, or by a person or persons authorized by the Governing Board to sign orders in its name; and

**WHEREAS**, the Governing Board of each school district shall be responsible for filing such signatures with the County Office of Education per Education Code Section 42633; and

**WHEREAS**, this resolution supersedes all previous resolutions representing signatures of the Governing Board, and declares said prior resolutions null and void;

**NOW, THEREFORE BE IT RESOLVED** that the following signatures are those of each member presently serving on the Governing Board:

1. _____ <b>Signature</b>	<u>Gary Howard</u> <b>Type Name</b>
2. _____ <b>Signature</b>	<u>Lisa Brunner</u> <b>Type Name</b>
3. _____ <b>Signature</b>	<u>Janet Zamudio</u> <b>Type Name</b>
4. _____ <b>Signature</b>	<u>Vince Rosato</u> <b>Type Name</b>

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 7<sup>th</sup> day of April 2016 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board

☐

All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY\_\_\_\_\_ as our current list of signers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, President of the Governing Board





## Resolution No. 5 15/16 Fiscal Year 2015-2016

### Signature Card-Authorized Agents Official Documents & Reports

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

**WHEREAS**, the Eden Area Regional Occupational Program (ROP) occasionally must provide signature approval on certain official documents and reports, including local, State and Federal reports, such as Transportation, Attendance, and Class Size Reduction; and

**WHEREAS**, this resolution supersedes all previous resolutions authorizing such signature(s) on certain official documents and reports, and declares said prior resolutions null and void;

**NOW, THEREFORE BE IT RESOLVED** that the Governing Board hereby duly authorizes and empowers the following person(s) to sign all documents and reports pertinent to conducting the business of the Eden Area ROP, effective as of the date of this resolution:

1. \_\_\_\_\_  
Signature  
Linda Granger  
Type Name  
Superintendent  
\_\_\_\_\_  
Title
2. \_\_\_\_\_  
Signature  
Craig Lang  
Type Name  
Director  
\_\_\_\_\_  
Title
3. \_\_\_\_\_  
Signature  
Sheila Lawrence  
Type Name  
Assistant Director of Offsite Programs  
\_\_\_\_\_  
Title
4. \_\_\_\_\_  
Signature  
Stefanie Bradshaw  
Type Name  
Assistant Director of Adult Programs  
\_\_\_\_\_  
Title

5. \_\_\_\_\_  
Signature \_\_\_\_\_ Marites Fermin  
Type Name  
Business Manager  
Title

6. \_\_\_\_\_  
Signature \_\_\_\_\_ Evan Goldberg  
Type Name  
Grant Coordinator  
Title

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 7<sup>th</sup> day of April 2016 by the following vote:

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

\_\_\_\_\_  
Date Signature, President of the Governing Board

☐ All board signers or authorized agents remain unchanged from the prior fiscal year. Please consider the resolution from FY \_\_\_\_\_ as our current list of signers.

\_\_\_\_\_  
Date Signature, President of the Governing Board



**DATE:** April 7, 2016  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Eden Area ROP Joint Powers Authority (JPA) Agreement

## **BACKGROUND**

At the close of the 2014-2015 school year, state funding dedicated for ROP programs was eliminated. The Eden Area ROP member districts have an agreement to continue the same level of funding for ROP through the 2016-2017 school year.

## **CURRENT SITUATION**

In the spring of 2015, the Governing Board entered into an agreement with School Services of California to work with the member districts and the Eden Area ROP to develop a new funding model. To this end, School Services:

- Met individually in person or over the phone with each of the CBOs and Superintendents from the JPA to discuss how to move forward with funding for ROP.
- Used this information to develop multiple frameworks for consideration. These frameworks were presented to the CBOs and Superintendents in separate meetings for their feedback.
- Presented information to the ROP Governing Board.
- Developed a revised JPA funding model recommendation based on this information.

## **RECOMMENDATION**

It is recommended that the Governing Board approve approve the Eden Area ROP Joint Powers Authority (JPA) Agreement.



26316 Hesperian Blvd.  
Hayward, CA 94545  
P: (510) 293-2900 • F: (510) 293-8225 • [www.edenrop.org](http://www.edenrop.org)  
Superintendent: Irene Fujii, Ed. D

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## **JOINT EXERCISE OF POWERS AGREEMENT FOR A REGIONAL OCCUPATIONAL PROGRAM**

### **PARTIES**

This Agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1, (Section 6500, et seq.) of the California Government Code, relating to the joint exercise of powers and Section 52300 et seq. of the Education Code relating to Regional Occupational Center/Programs among the following parties referred to collectively herein as “member districts” or parties.”

**THE CASTRO VALLEY UNIFIED SCHOOL DISTRICT  
THE HAYWARD UNIFIED SCHOOL DISTRICT  
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT  
THE SAN LORENZO UNIFIED SCHOOL DISTRICT**

### **WITNESSETH:**

**WHEREAS**, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish a Joint Exercise of Powers Agreement to accomplish the purposes hereinafter set forth; and

**WHEREAS**, it is to the parties hereto entered into a Joint Exercise of Powers Agreement for a Regional Occupational Program on January 1, 1991, and the parties hereto desire by this Agreement to rescind said Joint Exercise of Powers Agreement, and

**WHEREAS**, the parties hereto intend to create and establish a public entity separate from the parties to this Agreement to be known as the “Eden Area Regional Occupational Program.” (Hereafter “Agency,” “ROP Joint Powers Agency,” or “Joint Powers Agency”).

**WHEREAS**, it is not the purpose of the Regional Occupational Program to provide a separate school of any kind, and in accordance with that policy, the parties intend that the Regional Occupational Program shall not issue diplomas of any kind, but shall provide occupational training in support and augmentation of programs offered by high schools, adult schools, and community colleges that serve the member districts; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

## ESTABLISHMENT OF JOINT POWERS ENTITY

### 1. **Purpose of the Program:**

The sole purpose of the Regional Occupational Program and the ROP Joint Powers Agency is to serve the four member districts in the delivery of career and technical training programs.

Although the ROP Joint Powers Agency is a separate legal entity, it is created by the four member districts for the purpose of providing a regional occupational program which extends, supports, and enhances the four districts' current career and technical training programs. Although legally autonomous, the ROP Joint Powers Agency is not coequal to the four member districts.

### 2. **Terms of Agreement:**

This Agreement shall become effective as of its date of execution by all parties or on July 1, 1997, and shall continue in full force and effect to June 30, 1999, and thereafter, until rescinded or terminated. By June 30, 1999, and at least every two years thereafter, this Agreement shall be reviewed by members of the Coordinating Council. If the Coordinating Council deems it necessary to make changes to this document, the changes will be presented to the respective district boards for approval.

The ROP Superintendent shall notify each district superintendent of this duty by January 30 of the year in which the review shall be accomplished.

This Joint Powers agreement has been reviewed by all member districts. It is agreed that the JPA remain in force and continue for a four-year term ending June 201730, 2022.

### 3. **ROP Governing Board**

#### A. **Members of the ROP-Governing Board**

The ROP Joint Powers Agency shall be governed by an ROP-Governing Board which shall be comprised of one member from the Governing Boards of each of the four school districts. The Governing Board of each member district shall elect one member of its Board to serve on the ROP Governing Board and to represent that Governing Board on matters brought before the ROP Governing Board. The elected Board member shall serve at the pleasure of the member district Board electing the member. The Governing Board of each member school district shall elect also another member of its Board as an alternate with full voting rights on the ROP Governing Board whenever serving during the absence of the regular elected member to the ROP-Governing Board. Each

member of the ROP Governing Board shall be responsible to that member's district Board of Education.

B. Term of Office:

The term of each member from the governing boards of the member districts shall either be for two years or at the pleasure of the Governing Board of the district, which elected that member. ~~The term of office shall commence January 1st for all member districts.~~ A district Governing Board may re-elect the same representative for an unlimited number of terms. The trustees from San Leandro and Castro Valley shall be elected in even-numbered years. The trustees from Hayward and San Lorenzo shall be elected in odd-numbered years (see Appendix A).

C. ROP Governing Board Officers:

The ROP Governing Board shall elect a chairperson and a vice-chair in January of each year during the term of this Agreement. The Treasurer for the ROP Agency and Auditor-Controller of the ROP-Governing Board shall be the Treasurer and Auditor-Controller, respectively, of the County of Alameda. An executed copy of this Agreement shall be furnished to said officials. They shall perform the duties specified in Government Code Sections 6505 and 6505.5 and all other duties required by law and this Agreement.

The ROP Governing Board may elect other officers, as it may deem necessary or appropriate.

D. Duties and Powers:

The duties and powers of the ROP Governing Board shall only be those specified in this Joint Powers Agreement and may be exercised only in the manner and methods provided in this Agreement.

The ROP Governing Board shall have the power and authority:

1. To adopt annually a budget in accordance with Education Code requirements. In the course of the budget development and prior to adoption, the ROP Governing Board shall provide an opportunity for the Coordinating Council (see Section 4, Coordinating Council, on page 8) to make recommendations directly to the ROP Governing Board. Copies of proposed budgets shall be given to each member district prior to adoption. Copies of final budgets shall be given to each member district when adopted.
2. To receive, accept, expend, or disburse funds by contract or otherwise for purposes consistent with the provisions of this Agreement and shall maintain at all times a complete and accurate system of accounting for said funds.

3. To purchase, subject to the prior approval of all member districts Boards of Education, any real property and to construct, purchase, or lease buildings.
4. To purchase or lease furniture, equipment, fixtures, and other property.
5. To contract with any member district or Alameda County Superintendent of Schools for fiscal accounting services, payroll, credentials, reports, records, program evaluation, and other functions.
6. To contract for specialized services of fiscal, legal, engineering, economic, administrative, and other services.
7. To appoint and employ both classified and certificated employees; to determine the number of positions; to fix and pay the compensation of these employees; to establish personnel policies, procedures, salary schedules, benefits, and other matters related to the ROP Agency's employees.
8. To establish all other related policies to assure the ROP can function in matters of educational and business necessity.
9. To provide transportation to pupils attending ROP programs.
10. To initiate or defend legal actions on behalf of the Agency.
11. To accept and expend grants from the Federal Government, State of California, or other public or private sources for the purposes of this Agreement.

E. Power and Authority Limitations:

The ROP Governing Board has no power or authority to amend, modify, add to, or delete from this J.P.A Agreement or to engage in any action regarding a suggested or proposed amendment, modification, addition, or deletion to this Agreement. Any question or disagreement regarding the interpretation of the J.P.A. Agreement shall be referred to the member districts' Boards of Education for resolution. The title of the Chief Administrator shall hereafter be referred to as "Superintendent".

F. Meetings:

The ROP Governing Board shall meet regularly, but not fewer than four (4) times a year, to conduct the ROP Agency's business. Any additional meeting of the ROP Governing Board may be called by the chairperson of the Governing Board or three of the four members of the ROP Governing Board. The date, time, and place for each of the regular meetings shall be fixed annually by the ROP

Governing Board. The posting of meetings will comply with applicable laws governing public meetings.

The ROP Governing Board shall keep the minutes of its meetings and shall promptly transmit to the Governing Board of each member district copies of the minutes when formally adopted by the ROP Governing Board at a subsequent meeting. Unadopted, unofficial minutes will be forwarded to the Governing Board of each member district within two weeks of an ROP Governing Board meeting.

G. Voting:

Each ROP Governing Board member shall have one vote. If a member is absent, the alternate shall have the vote. All meetings of the ROP Governing Board are required to have a quorum to conduct business; and a quorum is defined as three districts having a member present at the meeting. The ROP Governing Board shall act by majority vote, which shall mean three of the districts.

**4. Coordinating Council:**

The Coordinating Council shall consist of the district superintendents of the member districts or designees. Other district staff members or ROP staff members may attend meetings or participate in Coordinating Council activities at the request of one or more district superintendents.

The Coordinating Council shall be established for the purpose of advising the ROP Governing Board on ROP matters and for the purpose of providing guidance, direction, and assistance to the Superintendent. The Coordinating Council shall be responsible for submitting yearly recommendations to the ROP Governing Board on the annual ROP's Joint Powers' budget.

**5. Superintendent**

The ROP's chief administrator, hereinafter designated as the "Superintendent" is responsible for managing, coordinating, and administering the Joint Powers Agency's delivery of career and technical training programs and serving the four member districts. The Superintendent works cooperatively with the staff of member districts' school sites and district offices in providing a regional occupational program which responds to the career and technical training needs of the member districts.

The specific duties of this position are further identified in the job description on file in the ROP Joint Powers Agency's Personnel Department.

Whenever an opening exists for the Superintendent position, the ROP Governing Board, as one party, and the Coordinating Council, as the other party, shall jointly



select the Superintendent. Both parties must mutually agree on a candidate to be selected for the Superintendent position. The Superintendent shall be evaluated in writing annually by the ROP Governing Board. Prior to discussing the performance of the Superintendent, each ROP Governing Board member shall meet with his/her respective district superintendent to receive input regarding the Superintendent's performance. Any input received from each district superintendent shall be shared by each ROP Governing Board member with other members of the ROP Governing Board.

## 6. **Fiscal Matters:**

### A. **Funding:**

The funding of the ROP Joint Powers Agency is through the state-established ~~R.O.P. revenue limit.~~ Local Control Funding Formula (LCFF). The ROP Joint Powers Agency shall receive annual operating funds from each of the member school districts an amount per unit based upon the block grant funding maintenance of effort established in the 2012-13 school year plus an annual increase based upon the Cost of Living Adjustment (COLA) average daily attendance equal to the R.O.P. revenue limit received by those of all four member districts for each unit of average daily attendance generated in the regional occupational center or program excluding lottery funds. These funds will be transferred to the ROP in the most expedient manner, subject to approval by the districts and the County Office of Education. One-time funds or any other additional funds beyond the ~~revenue limit~~ Local Control Funding Formula that are identified for ROP programs shall be distributed directly to the ROP Joint Powers Agency.

The Eden Area ROP will take full responsibility for any funding generated through partnership with an apprenticeship agency. The district acting as the Local Educational Agency is indemnified against any potential liability due to error in calculation of attendance or other potential loss of funds.

### B. **Deficits:**

Should the ROP Agency not generate the budgeted revenue to the extent necessary to meet the operating costs in any given school year, the ROP Governing Board shall ascertain the exact amount of the deficit and shall act immediately to determine a means to offset the deficit, including the use of the reserve balance. The Coordinating Council shall provide the ROP Governing Board with recommendations prior to the ROP Governing Board taking action. It is the intent of the member districts Boards of Education that the ROP Joint Powers Agency be solely liable for any and all deficits. The ROP Joint Powers Agency shall not charge back to the members or transfer any liability or deficit to any of the member school districts.

C. Purchasing:

Subject to funding availability and authorization, each member district has the power and authority to purchase, in its own name, real and personal property and fixtures to be used in the ROP programs established and conducted within its own district.

D. ROP Center:

The Agency shall pay the Hayward Unified School District for the use of the buildings at 26316 Hesperian Blvd., Hayward, Calif., including Building Five, the Gansberger site, an amount determined mutually by the ROP Governing Board and the Hayward Unified School District, but not greater than one percent (1%) of the prior year's ROP Agency ~~income from average daily attendance and the R.O.P.-revenue limit~~ from member district LCFF.

E. District-Operated Programs:

Subject to mutual agreement between the ROP Superintendent and a member district's administration, each district may operate ROP programs on its properties at various site locations. Member districts have an option of using ROP personnel to teach a program or to use district staff.

In addition, District-Contracted Programs (DCP) will be funded at a rate of \$16,500 per section under at a model that shares the ROP/DCP/ADA revenue generated by each district. The current allocation rate of this revenue is 75% to the district and 25% to the ROP. The district will be responsible for all related instructional costs. The ROP will provide \$7,000 per each comprehensive high school to off-set the cost of career counseling. Operational costs are borne by the ROP and include the cost of services for Administration of the Work-based learning requirements, and scheduling and administering of Advisory Committee meetings, securing business partnerships, providing internship outreach and other business opportunities for students in ROP programs.

The Coordinating Council and the ROP Superintendent may review these concepts annually. Any changes to this approved funding model must be approved by a majority of the Coordinating Council and the ROP Superintendent.

F. Notification of Potential Reductions:

Should the annual ROP student enrollment projections or the ROP agency's budget require a reduction in programs or services for a subsequent school year as determined by the ROP Governing Board, the ROP Governing Board shall

notify all member districts by January 15 of the current year that a reduction in programs and/or services will be required in the subsequent year.

The Superintendent, along with the Coordinating Council, shall develop recommendations for the ROP Governing Board as to which programs or services should be reduced. The ROP Governing Board shall make the final determination as to which programs and/or services shall be reduced.

G. Annual Operating Funds:

The ROP Joint Powers Agency established and maintained hereunder shall receive ROP revenue from each participating district as designated in the Agreement. All funds will be electronically transferred from the County Treasurer. Payments to the districts for the ROP programs provided by the member districts shall be paid by the ROP Joint Powers Agency to the districts on a monthly basis.

The fiscal year hereunder shall commence on July 1 and end on June 30 of each year during the term of this Agreement.

H. Debts:

The ROP Governing Board shall have no power or authority to incur any obligations or debt in excess of the funds which are appropriated to the ROP Joint Powers Agency. All debts, liabilities, and obligations of the ROP Governing Board or Agency shall be debts, liabilities, and obligations of the ROP Joint Powers Agency and shall not be in any way debts, liabilities, or obligations of any member district or combination of member districts.

**7. Insurance:**

The ROP Joint Powers Agency shall provide and maintain a comprehensive liability insurance policy or evidence of self-insurance which shall include general liability, acts or omissions arising out of negligence, bodily injury, death, injury to person, automobile liability, and property damage. This insurance policy shall name the ROP and its employees, agents, officers, Governing Board members of the four member districts, ROP Governing Board members, and the four district superintendents as the insured. The ROP Joint Powers Agency shall provide and maintain in full force and effect a workers' compensation insurance and employer's liability policy or evidence of a certification of permission to self-insure issued by the Department of Industrial Relations, Administration of Self-Insurance, Sacramento, California.

**8. Admission of Students:**

Any person or student who resides in any of the member districts, who can profit from the instruction, and who is otherwise eligible to attend a high school or adult school may attend any ROP Program maintained hereunder.

After consultation with the Coordinating Council, the Superintendent may determine priorities for student admissions. A student may be admitted on a part-time or full-time basis. After consultation with the Coordinating Council, the Superintendent also may admit students residing in school districts other than the member districts.

**9. Indemnification:**

The ROP Joint Powers Agency shall protect, indemnify, defend and hold harmless member school districts (their Boards of Education, officers, agents, representatives, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to it and them as result of any claims, demands, damages, costs or judgments against it or them that may arise in connection with any negligent acts or omissions of ROP arising of or in connection with the ROP Agency. This obligation shall survive the expiration and/or termination of this agreement.

**10. Disputes:**

Should a dispute arise from a member district(s) regarding the ROP Joint Powers Agreement regarding procedures, interpretation of, operations, changes, or policy, the ROP Superintendent shall attempt to resolve the matter with the member district(s). If a resolution is not reached with the Superintendent, the dispute may be forwarded by the party raising the matter to the Coordinating Council for resolution. The decision of the Coordinating Council shall be final unless forwarded by the party raising the matter in writing within ten (10) working days to the ROP Governing Board. The Governing Board decision will be the final level of appeal.

**11. Withdrawal and/or Termination:**

Any member district may withdraw from this Agreement at the end of any fiscal year, provided that written notice of intention to withdraw has been served upon the ROP Governing Board and other member districts no later than one year prior to the date of withdrawal, and provided further that at such time, the withdrawing member district has either discharged or arranged to discharge all pending obligations under this ROP Agreement. Notice of withdrawal must include written authorization from the district's Governing Board. If any party decides to withdraw, this Agreement shall remain in full force and effect between or amongst the remaining districts. This Agreement shall be terminated whenever three of the

current member districts withdraw, leaving only one member district or whenever at least three of the member districts take action to terminate the Agreement.

**12. Disposition of Property and Funds:**

In the event a district withdraws from this Agreement, all obligations between the withdrawing district and the ROP Joint Powers Agency shall be discharged through a transfer to the withdrawing district of real and/or personal property and/or funds equal to the withdrawing district's percentage share of total ROP Average Daily Attendance (ADA) averaged over the preceding three (3) years. Such transfer shall occur within a reasonable time following the withdrawal of the member district, but not to exceed six (6) months.

At such time, the ROP Governing Board shall decide whether it wishes to purchase any or all of the withdrawing district's percentage share of the total tangible assets of the ROP Agency. If the ROP Governing Board so decides, it shall pay the withdrawing district's percentage share. If the ROP Governing Board does not elect to purchase the withdrawing district's percentage share of the total tangible assets, the withdrawing district may accept tangible assets in any amount equal to its percentage share.

In the event of rescission, dissolution, or termination of the Agreement, any remaining property acquired by the ROP Agency, following a discharge of all obligations, shall be disposed of in the same manner as for a withdrawing district, with the objective of returning to each member district any property or surplus money on hand in proportion to the total generated Average Daily Attendance (A.D.A.), including the ROP Center programs, from the date each member district became a member of the Joint Powers Agreement until the last day of the last fiscal year prior to rescission, dissolution, or termination.

The building and site located at 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the Hayward Unified School District.

Equipment and supplies purchased by each of the parties and located in facilities other than 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the parties purchasing the equipment and supplies. Equipment and supplies of the ROP Joint Powers Agency will be disposed of as described above. If a withdrawing district disagrees with the determination of the current fair value of properties as determined by the remaining members of the ROP Governing Board, the current fair value of the ROP Joint Power Agency's properties shall be determined by an independent appraiser. The appraiser shall be agreed upon by the remaining members of the ROP Governing Board and the withdrawing district. In the event that the remaining members of ROP Governing Board and the withdrawing district cannot agree upon the selection of an appraiser, the parties shall request the Alameda County Board of Education to select the

appraiser. The ROP Joint Powers Agency shall pay all costs incurred in connection with the appraisal, unless otherwise agreed by the withdrawing district or districts and the remaining members of the ROP Governing Board.

**13. Amendments:**

This Agreement may be amended at any time only by the formal approval of three of the four member districts' Boards of Education.

**14. Severability:**

Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be invalid or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms conditions, and provisions shall be not affected thereby.

**15. Location:**

The program may be located at sites in each of the participating districts, at the ROP Center, or other locations as determined by the Coordinating Council and by the ROP Governing Board.

**16. County Superintendent:**

This Agreement is subject to the approval of the Superintendent of Schools of Alameda County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and signed by their authorized officers as of the date first mentioned.

**CASTRO VALLEY UNIFIED SCHOOL DISTRICT OF  
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY \_\_\_\_\_

President of Board of Education

BY \_\_\_\_\_

Clerk of Board of Education

**HAYWARD UNIFIED SCHOOL DISTRICT OF  
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY \_\_\_\_\_

President of Board of Education

BY \_\_\_\_\_

Clerk of Board of Education

**SAN LEANDRO UNIFIED SCHOOL DISTRICT OF  
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY \_\_\_\_\_

President of Board of Education

BY \_\_\_\_\_

Clerk of Board of Education

**SAN LORENZO UNIFIED SCHOOL DISTRICT OF  
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY \_\_\_\_\_

President of Board of Education

BY \_\_\_\_\_

Clerk of Board of Education

**APPROVED THE DAY OF \_\_\_\_\_, 2016**

\_\_\_\_\_  
Superintendent, Eden Area ROP

Eden Area ROP Governing Board  
**Terms of Office**

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

Board Member	Board Title	District	Term	New Term Commences
<del>Hermey Almonte</del>	<del>President</del>	<del>San Leandro</del>	<del>01/11-12/12</del>	<del>1/2013</del>
<del>Luis Reynoso</del>	<del>Member</del>	<del>Hayward</del>	<del>01/12-12/13</del>	<del>1/2014</del>
<del>Janice Friesen</del>	<del>Member</del>	<del>Castro Valley</del>	<del>01/11-12/12</del>	<del>1/2013</del>
<del>Isabel Polvorosa</del>	<del>Vice-President</del>	<del>San Lorenzo</del>	<del>01/10-/1211</del>	<del>1/2014</del>