

GOVERNING BOARD MEETING AGENDA

Thursday, November 5, 2015 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 Ron Carey, Vice President Lisa Brunner, Member Penny Peck, Member Castro Valley Unified School District San Leandro Unified School District Hayward Unified School District San Lorenzo 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, November 5, 2015

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

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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 October 1, 2015 (pages 5-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-14)
- C. Request the Governing Board to approve the Personnel Action Items (pages 15-16)
- D. Request the Governing Board to approve the Listed Donations-Carquest (page 17)
- E. Request the Governing Board to approve the Listed Donations-Mary Ann Simmons (page 18)
- F. Request the Governing Board to approve Contract with American Stage Tours for Sophomore Tour Transportation for the 2015-2016 School Year (pages 19-35)
- G. Request the Governing Board to approve the Agreement with Alameda County Office of Education for Delivery Services for Fiscal Year 2015-2016 (pages 36-38)
- H. Request the Governing Board to approve the Lease Agreement with Pitney Bowes for Postal Meter Rental (page 39-41)
- I. Request the Governing Board to approve the Lease Agreement Amendment with Ricoh USA for Copier Services (page 42-45)

VIII. INFORMATION ITEMS

- A. CDE Course Review-Welding (pages 46-47)
- B. CDE Course Review-Dental (pages 48-49)
- C. Recognition of the Eden Area ROP Teacher of the Year (page 50)
- D. First Reading of Board Policy and Administrative Regulation 4121: Substitutes and Other Personnel (pages 51-54)

IX. ACTION ITEMS

A. Request the Governing Board to approve the MOU for the CTE Incentive Grant (pages 55-57)

X. Superintendent's Report

XI. Communications

A. Letter from ACOE regarding 2015-2016 Adopted Budget (pages 58-59)

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XII. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XIII. Adjourn to Board Study Session

A. Contract Authority Limit Protocol (page 60)

XIV. Adjournment



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 November:

Mt. Eden High	Culinary Science
San Lorenzo High	Auto Technology II
Castro Valley High	Business Economics
Arroyo High	Careers In Education
Arroyo High	Marketing Operations
	Castro Valley High Arroyo High

RECOMMENDATION

Information only

Consent Calendar





Minutes of the Regular Meeting of the ROP Governing Board October 1, 2015

I. Call to Order

Board President, Gary Howard, called the meeting to order at 5:30 p.m. on Thursday, October 1, 2015 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
Ron Carey, Vice-President San Leandro USD
Penny Peck, Member San Lorenzo USD

Eden Area ROP Governing Board Absent:

Lisa Brunner, Member Hayward USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang Director

Stefanie Bradshaw Assistant Director of Adult Programs

ROP Staff in Attendance:

Heather Bystrom Medical Assisting Program Instructor

Maurice Brittain Computer/Web Programming Program Instructor

Dawn Fregosa Marketing Program Instructor
Cheryl Grixti Merchandising Program Instructor

Gabriela Juarez Superintendent's Administrative Assistant

Audra Muñoz Career Counselor

Lameisha Sherri Web, Graphics and Digital Design Program Instructor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Marc Yanez led the Pledge of Allegiance.

IV. Mission Statement

Diana Grande read the Eden Area ROP Mission Statement.

V. Approval of Agenda

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

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AYES: 3 (Carey, Howard, Peck)

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 October 2015:

Robert Maldonado	San Leandro High School	Merchandising
Alma Miranda	San Lorenzo High School	Medical Careers

Nepoleon AlexanderRoyal SunsetWeb, Graphics & Digital DesignDiana GrandeSan Leandro High SchoolAcademy of Business and FinanceMarc YanezCastro Valley High SchoolComputer/Web Programming

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 Peck moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of September 3, 2015
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- E. Approve the Contracts with Castro Valley/Eden Area, Hayward and San Leandro Chambers of Commerce for the California Career Pathways Trust Grant
- F. Approve the MOU with NFTE for the 2015-2016 School Year
- G. Approve the Contract with John Peters for the First Responders Program

Trustee Carey seconded the motion.

AYES: 3 (Carey, Howard, Peck)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Brunner)

VIII. Information Items

A. CDE Course Review-Medical Careers and Sports Medicine

Linda Granger, Superintendent, introduced Heather Bystrom to present on the medical pathway. Ms. Bystrom shared that the Medical Careers program offers students exposure to a wide range of career pathways within the medical field. Students will gain confidence practicing skills performed in a variety of entry level positions within the medical office, clinic or

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hospital setting. The course is a-g approved and is articulated with Chabot College. Students learn anatomy/physiology, medical terminology, infection control, medical law and ethics, medical records, nutrition, pharmacology, clinical and administrative medical skills, billing and coding and career preparation and professionalism. The clinical skills students get to perform are urinalysis, spirometry, fecal occult, EKG, vital signs, injections, CPR, first aid, audiometer and throat cultures. In the program students also learn administrative skills such as filing, billing and coding, appointment scheduling, telephone techniques and bookkeeping. Ms. Bystrom explained that at the second semester students, if eligible, have the opportunity to participate in internship at various hospitals and medical clinics which include Kaiser Permanente, St. Rose Hospital and Eden Medical Center. In addition, students have the opportunity to apply and interview for the FACES for the Future Program at St. Rose Hospital. Students accepted in the FACES program will do rotations in various departments at St. Rose Hospital. Students who chose not to participate in internship will continue to get hands on instruction in the classroom.

Students who successfully complete the Medical Careers Program and receive their Certificate of Completion can apply and work as a Medical Assistant in the hospital or medical office. Students are also eligible to sit for the CCBMA state certification to become an Administrative Medical Assistant.

B. Back to School Night

Mr. Craig Lang, Director, reported information about the Back to School Night. Back to School Night was held on September 23, 2015. In addition to parents coming to visit the classrooms they were able to participate in hands on activities. It was extremely well attended.

C. Principal's Breakfast

Craig Lang, Director, shared that the annual Principal's Breakfast was held on September 24, 2015 and was a productive working meeting. The attendees were given an informational packet. ROP staff discussed the CPT Grant and the timeline for submission of new classes. In addition, the dean of Chabot College, Dr. Kristin Lima, presented at the breakfast. She discussed ROP students having the opportunity to earn college credit through dual enrollment. The principal's breakfast helps build partnership with the high schools to help achieve student success.

IX. Superintendent's Report

Linda Granger highlighted some of the curricular updates that ROP staff has been working on. She started with the progress of the Automotive Technology programs. Students in the automotive program at the center will now earn college credit through the Chabot College dual enrollment agreement which was approved by the board earlier in the year. The Automotive Technology programs are also in the process of applying for NATEF certification which is the same certification that Chabot has and it is an industry recognized certification.

The Superintendent reported updates on the First responders program. The Hayward Fire Department (HFD) donated a fire truck a few years ago. In order to be able to use the fire truck as a teaching tool the First Responders class was relocated to the classroom that the fire truck was stored in. The HFD has a goal of having a department that is from the community and reflective of the community and has partnered with the ROP program to accomplish this goal.

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The HFD has donated equipment to the ROP that isn't up to code for their use, but is great for training. In addition students go to the HFD training facility once a week and participate in their training program. Hayward Fire Fighters are volunteering their time to train the students. The ROP staff is also working with Chabot College to set up a dual enrollment opportunity for the students at the center.

Ms. Granger continued her report by sharing that the Welding program was also approved to have dual enrollment through Chabot College. The welding program will also be adding CNC to the curriculum which is a machining component.

The superintendent reported that the teachers have almost completed course alignment to Model Curriculum Standards. She also shared that the ROP is growing their programs. Staff was able to bring back the Criminal Justice introductory courses at two high school campuses. Through Project Lead the Way the Computer Science Engineering course is being taught at Tennyson High School. The Superintendent has a goal to add Entrepreneurship and Marketing to all high school sites. The Medical Careers program continues to grow which will require updating the space so that it meets industry standards and upgrading the software. Educational Services is working to have the construction program approved as a registered preapprenticeship program.

The Superintendent concluded her report by sharing one of the promotional videos created this year for ROP presentations and sophomore tours.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Gary Howard, Castro Valley USD representative, reported that Castro Valley High School has added an introductory auto technology course.

IV. Adjourn to Board Study Session

A. Contract Authority Limit

Trustee Howard adjourned the meeting to the Board Study Session at 6:25 pm to discuss the contract authority limit.

Trustee Howard explained that one of the requests that came from the board was that they make a determination setting a contract authority limit for Superintendent Granger to enter into contracts prior to board approval.

Superintendent Granger explained that she contacted all four districts to obtain their procedures for contracts. None of the districts have a policy in place, however, they all follow a practice. She was able to obtain a copy of a resolution that lined out direction for contracts to be approved during summer months when meetings weren't held and

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she shared a process for contracts to be entered if they were under \$5,000. She continued to explain to the board that under her contract she has the authority to enter into contracts prior to Board approval, however, there isn't a cap on the amount of the contract. As a personal practice, Superintendent Granger, has been using roughly \$20,000 as her limit for new contracts coming to the board.

The board discussed some options for the future protocol of entering into contracts prior to Board approval. Some of the suggestions were setting a cap. Other ideas were that contract renewals were okay without a cap, but setting a cap for new contracts. It was also discussed to have a special meeting if needed to approve new contracts. Board President Howard recommended the board members to go back to their districts and bring back an outline of their contract practices. Ultimately, the question was should the contract authority limit be a policy or practice. The board unanimously agreed that it should be a practice. The board decided to continue the study session at the NovemberBboard meeting.

Superintendent Granger will provide a history of the contracts over the past years and provide the board with an analysis during the next study session.

V. Recess to Closed Session

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

The meeting was called into closed session at 6:33

VI. Reconvene to Open Session

A. Report Actions Taken by the Governing Board in Closed Session

The meeting resumed to open session at 6:45 p.m. and the following action was taken:

Trustee Carey made moved to deny claim 15-16 001. Trustee Peck, seconded the motion.

AYES: 3 (Carey, Howard, Peck)

NOES: 0 ABSTAIN: 0

ABSENT: 1 (Brunner)

XI. Adjournment

The meeting was adjourned at 6:45 p.m.	
Approved by the Eden Area ROP Governing Board	
Linda Granger, Superintendent Clerk to the 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 September 21, 2015 through October 21, 2015 and include test warrant numbers and voided warrants.



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.



FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: Request the ROP Governing Board to approve the Listed

Donations-Carquest

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Rick Schultze, Manager of Carquest store #7336, donated 12 Powerbuilt brand fender covers and 12 tire gauges to the Eden Area ROP Auto Technology I program.

A letter of acceptance will be sent to all donors.

FISCAL IMPACT SOURCE

<u>FUNDING</u>

Not applicable

Not applicable



FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: Request the ROP Governing Board to approve the Listed

Donations-Mary Ann Simmons

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Mary Ann Simmons donated 2 large flat tops with rotisserie and propane tank to the Eden Area ROP Culinary Science program.

A letter of acceptance will be sent to all donors.

FISCAL IMPACT SOURCE

<u>FUNDING</u>

Not applicable

Not applicable



FROM: Linda Granger, Superintendent

PREPARED BY: Sheila Lawrence, Assistant Director of Off-site Programs

SUBJECT: Request the Governing Board to approve the Contract with

American Stage Tours for Sophomore Tour Transportation for

the 2015-2016 School Year

CURRENT SITUATION

Each year the Eden Area ROP contracts for transportation services for students within our JPA for the Sophomore Tours.

For the 2015-2016 school year the contract between American Stage Tours and Eden Area ROP is outlined below:

School	Tour Date	Amount
Mt. Eden High School	12/8/15	\$ 5,362.50
Tennyson High School	12/15/15	4,077.50
San Lorenzo High School	1/8/16	4,270.00
San Leandro High School	1/21/16	7,155.00
Castro Valley High School	2/8/16 & 2/11/16	16,680.00
Arroyo High School	2/25/16	5,070.00
Hayward High School	3/8/16	4,370.00
	Total	\$46,985.00



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

S.P.A.B Terms and Conditions

Friday, July 31, 2015

Charter No.: 21550 - MT . LD LM

The attached Charter 21550 in the amount of \$5,362.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within ten days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined about

Charter Party Signature
8/3/15



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21550

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Mt. Eden High School

Coaches:

Group Leader: Kristel San Miguel

Equipment:

Requested Driver:

-3/56 & 1/47 passenger

Destination:

Hayward, CA

Return Date:

Tuesday, December 08, 2015

Leave Date:

8:00 am 8:30 am

Spot Time: Leave Time: Tuesday, December 08, 2015

Retn\Drop Time: 3:30 pm

Mt. Eden High School

Destination

Eden Area ROP

Pickup Location:

2300 Panama St Hayward, CA 94545

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$5,362.50

07/31/15

Signed Contract

Amount Paid

\$0.00

11/24/15

Final Payment

Balance Due

\$5,362.50

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website: Email:

www.americanstagetours.com info@americanstagetours.com

S.P.A.B Terms and Conditions

Friday, July 31, 2015

Charter No.: 21551 - tenny for

The attached Charter 21551 in the amount of \$4,077.50 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within ten days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 16 consecutive hours on duty in any one day. 1.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21551

Kristel San Miguel **Eden Area ROP**

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

07/01/15

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Tennyson High School

Coaches:

4

Group Leader: Kristel San Miguel

Equipment:

Return Date:

Requested Driver:

3/56 & 1/47 passenger

Destination: Leave Date:

Hayward, CA

Tuesday, December 15, 2015

Spot Time:

8:00 am

Leave Time:

Pickup Location: **Tennyson High School**

Hayward, CA 94544

8:30 am

27035 Whitman St.

Details:

Retn\Drop Time: 3:30 pm

Destination

Eden Area ROP

26316 Hersperian Blvd.

Tuesday, December 15, 2015

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$4,077.50

Signed Contract

Amount Paid

Balance Due

07/31/15 12/01/15

Final Payment

\$0.00 \$4,077.50

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature



Phone:

925-687-7705 925-685-5421

Fax: Toll Free

Website: Email:

www.americanstagetours.com info@americanstagetours.com

S.P.A.B Terms and Conditions

Kristel San Miguel **Eden Area ROP**

26316 Hesperian Blvd.

Hayward, CA 94545

Tuesday, October 27, 2015 Charter No.:

21555

Phone:

510-293-2950 - 512

Fax:

Order Date

07/01/15

SalesRep:

Cyndie Tobias

The attached Charter 21555 in the amount of \$8,340.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within ten days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- Of this 16 hours, a maximum of 10 hours may be actual driving hours. 2.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

10/27/15

Charter No.:

21554

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: San Lorenzo High School

Coaches:

4

Group Leader: Kristel San Miguel

Equipment: Requested Driver:

3/56 & 1/48 passenger

Destination: Hayward, CA

Friday, January 08, 2016

Leave Date:

Friday, January 08, 2016

Return Date:

Retn\Drop Time: 3:30 pm

Spot Time: Leave Time: 8:00 am 8:30 am

Destination

Pickup

San Lorenzo High School

Eden Area ROP

Location:

50 East Lewelling Blvd.

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$4,270.00

07/31/15

Signed Contract

San Lorenzo

Amount Paid

\$427.00

01/12/16

Final Payment

Balance Due

\$3,843.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature

Date



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website: Email:

www.americanstagetours.com info@americanstagetours.com

S.P.A.B Terms and Conditions

Friday, July 31, 2015

Charter No.: 21552

The attached Charter 21552 in the amount of \$7,155.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within ten days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above

Charter Party Signature



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21552

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: San Leandro High School

Coaches:

7

Group Leader: Kristel San Miguel

Equipment:

4/56 & 2/48 & 1/47 passenger

Destination: Hayward, CA Requested Driver:

Leave Date:

Thursday, January 21, 2016

Return Date:

Thursday, January 21, 2016

Spot Time:

8:00 am

8:30 am

Retn\Drop Time: 3:30 pm

Leave Time: Pickup

San Leandro High School

Destination

Eden Area ROP

Location:

2200 Bancroft Ave.

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$7,155.00

07/31/15

Signed Contract

San Leandro

Amount Paid

\$0.00

01/07/16

Final Payment

Balance Due

\$7,155.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature



Phone: Fax: 925-687-7705 925-685-5421

Toll Free

Website: Email: www.americanstagetours.com info@americanstagetours.com

S.P.A.B Terms and Conditions

Kristel San Miguel

Hayward, CA 94545

Eden Area ROP 26316 Hesperian Blvd.

Tuesday, October 27, 2015

Charter No.:

21554

Phone:

510-293-2950 -(V1

Fax:

Order Date

07/01/15

SalesRep:

Cyndie Tobias

The attached Charter 21554 in the amount of \$4,270.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within **ten** days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



925-687-7705 925-685-5421

Fax: Toll Free

Website:

Email:

www.americanstagetours.com info@americanstagetours.com

Charter Confirmation

Confirmed:

10/27/15

Charter No.:

21555

Kristel San Miguel **Eden Area ROP**

26316 Hesperian Blvd.

Hayward, CA 94545

Phone:

510-293-2950

Order Date

07/01/15

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Castro Valley High School

Coaches:

8

Group Leader: Kristel San Miguel

Equipment:

Requested Driver:

4/56 & 2/48 & 2/47 passenger

Destination:

Hayward, CA

Return Date:

Monday, February 08, 2016

Leave Date:

8:00 am

Spot Time:

Monday, February 08, 2016

8:30 am

Leave Time:

Pickup

Castro Valley High School

Location:

19400 Santa Maria Avenue

Details:

Castro Valley, CA 94546

Retn\Drop Time: 3:30 pm

Destination

Eden Area ROP

26316 Hersperian Blvd. Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$8,340.00

07/31/15 01/26/16

Signed Contract Final Payment

Amount Paid Balance Due

\$834.00 \$7,506.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature

Date



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

S.P.A.B Terms and Conditions

Kristel San Miguel

Hayward, CA 94545

Eden Area ROP 26316 Hesperian Blvd.

Friday, July 31, 2015 Charter No. : 21556

21556 - (//)

Phone:

510-293-2950

Fax:

Order Date

07/01/15

SalesRep:

Cyndie Tobias

The attached Charter 21556 in the amount of \$8,340.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within **ten** days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21556

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Castro Valley High School

Coaches:

8

Group Leader: Kristel San Miguel

Equipment:

4/56 & 2/48 & 2/47 passenger

Destination: Hayward, CA Requested Driver:

Leave Date:

Thursday, February 11, 2016

Return Date:

Thursday, February 11, 2016

Spot Time: Leave Time: 8:00 am

8:30 am

Retn\Drop Time: 3:30 pm

Pickup Location: Castro Valley High School 19400 Santa Maria Avenue Destination

Eden Area ROP

Castro Valley, CA 94546

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$8,340.00

07/31/15

Signed Contract

Amount Paid

\$0.00

01/28/16

Final Payment

Balance Due

\$8,340.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature



S.P.A.B Terms and Conditions

Kristel San Miguel

Hayward, CA 94545

Eden Area ROP 26316 Hesperian Blvd.

1488 Soccer Court Concord, CA 94518-3850

Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website: Email: www.americanstagetours.com info@americanstagetours.com

Friday, July 31, 2015

Charter No.:

21557 - ATTUYO

Phone:

510-293-2950

Fax:

Order Date

07/01/15

SalesRep:

Cyndie Tobias

The attached Charter 21557 in the amount of \$5,070.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within **ten** days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 1. 16 consecutive hours on duty in any one day.
- 2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
- 3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

Date



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21557

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Arroyo High School

Coaches:

5

Group Leader: Kristel San Miguel

Equipment:

Requested Driver:

3/56 & 2/48 passenger

Destination:

Hayward, CA

Return Date:

Thursday, February 25, 2016

Leave Date: Spot Time:

8:00 am

Leave Time:

8:30 am

Retn\Drop Time: 3:30 pm

Pickup Location: Arroyo High School 15701 Lorenzo Ave.

San Lorenzo, CA 94580

Thursday, February 25, 2016

Destination Details:

Eden Area ROP

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$5,070.00

07/31/15

Signed Contract

Amount Paid

\$0.00

02/11/16

Final Payment

Balance Due

\$5,070.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

S.P.A.B Terms and Conditions

Kristel San Miguel

26316 Hesperian Blvd.

Hayward, CA 94545

Eden Area ROP

Friday, July 31, 2015 Charter No.:

21558

- Hayward

Phone:

510-293-2950

Fax:

Order Date

07/01/15

SalesRep:

Cyndie Tobias

The attached Charter 21558 in the amount of \$4,370.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, as listed on your contract, is due within ten days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

- 16 consecutive hours on duty in any one day. 1.
- Of this 16 hours, a maximum of 10 hours may be actual driving hours. 2.
- Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.



Phone:

925-687-7705

Fax:

925-685-5421

Toll Free

Website:

www.americanstagetours.com

Email:

info@americanstagetours.com

Charter Confirmation

Confirmed:

07/31/15

Charter No.:

21558

Kristel San Miguel **Eden Area ROP**

Phone:

510-293-2950

26316 Hesperian Blvd.

Order Date

07/01/15

Hayward, CA 94545

SalesRep:

Cyndie Tobias

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Hayward High School

Coaches:

4

Group Leader: Kristel San Miguel

Equipment:

56 passengers

Destination: Hayward, CA Requested Driver:

Leave Date:

Tuesday, March 08, 2016

Return Date:

Tuesday, March 08, 2016

Spot Time: Leave Time: 8:00 am

8:30 am

Retn\Drop Time: 3:30 pm

Pickup

Hayward High School

Destination

Eden Area ROP

Location:

1633 East Ave Hayward, CA 94540

Details:

26316 Hersperian Blvd.

Hayward, CA 94545

Due Dates

Description

Amount Date Received

Transport Charge:

\$4,370.00

07/31/15

Signed Contract

Amount Paid

\$0.00

02/23/16

Final Payment

Balance Due

\$4,370.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip. Please call if you have any questions.

Charter Party Authorized Signature



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

SUBJECT: Request the Governing Board to approve the Agreement

with the Alameda County Office of Education for Delivery

Services for the FiscalYear 2015-2016

BACKGROUND

In accordance with Ed Code 17604, all contracts must be approved by the Governing Board. Eden Area Regional Occupational Program contracts with Alameda County Office of Education to provide delivery and pick-up services.

CURRENT SITUATION

The attached agreement reflects the annual contract between Eden Area ROP and Alameda County Office of Education for pick-up and delivery services which covers from July 1, 2015 to June 30, 2016.



2015/2016

Delivery Services Agreement With The Alameda County Office of Education

For the purposes of this agreement between L. Karen Monroe, Alameda County Superintendent of Schools, and **Eden Area ROP** of Alameda County, a public corporation, organized and existing under and by virtue of the laws of the State of California, the former party shall be referred to as the COUNTY OFFICE and the latter as the DISTRICT.

It is herewith agreed that the COUNTY OFFICE shall provide a delivery service for which the DISTRICT agrees to pay. The service, however, may be cancelled at any time by the COUNTY OFFICE with 30 days written notice to the DISTRICT. It is not anticipated that such an action would take place unless the costs of operating the program are excessive.

The cost of providing the service is \$2,472.00 for 2015/2016 with payment in full to be made upon billing by the COUNTY OFFICE. The charge may be increased or decreased should operating costs exceed or fall below the projections; however, all districts involved would receive their pro-rated share of the increased costs or cost reductions.

The term of this contract is from July 1, 2015 through June 30, 2016.

The current delivery and pick-up will occur based on your current schedule of 3 days per week, but only on the days that the COUNTY OFFICE is open.

Delivery to the DISTRICT shall be made to the following address only: (Please contact Kim Hendrix to make any address or contact changes at 510-670-4555 email khendrix@acoe.org.)

26316 Hesperian Blvd. Hayward, CA 94545

The contact person at the delivery site will be:

Debbie Scanlon (510) 293-2900

The COUNTY OFFICE will:

- 1. Pick up district requested materials, envelopes and financial documents addressed to schools/districts at the COUNTY OFFICE and deliver to the address noted above. Each daily delivery shall be limited to an aggregate of fifty pounds (50#).
- 2. Deliver district requested materials, envelopes and financial documents picked up from the DISTRICT to the COUNTY OFFICE or re-routed to any of the districts participating in the service subject to the same restrictions noted in #1.
- 3. Have the driver bonded to the maximum amount available under COUNTY OFFICE insurance program.

4. The COUNTY OFFICE will bill the DISTRICT on or about the middle of the fiscal year.

The DISTRICT will:

Edan Anna DOD

- 1. Herewith authorizes the County's drivers to sign for and carry vendor warrants and "out-of-cycle" (manual) payroll warrants to and from the COUNTY OFFICE.
- 2. Shall not use the delivery service to transport case (coin and currency) for deposit.
- 3. Herewith <u>authorizes</u> / <u>does not authorize</u> (cross out one) the transmittal of deposits (checks only) to the COUNTY OFFICE via the delivery service.
- 4. Assumes full responsibility for replacing or reissuing any materials produced by it and shipped via the delivery service which might be lost, stolen, destroyed or in some way damaged and will hold the COUNTY OFFICE harmless from any liability attached to the loss or destruction of the material being carried.

Eden Area ROP agrees to defend, indemnify and hold harmless the office of the Alameda County Superintendent of Schools, its officers, agents, employees and assigns for any and all liability arising out of the negligent or wrongful act of any of them in connection with this agreement. This agreement shall not extend to acts of omissions found to be intentional or grossly negligent by a court of competent jurisdiction.

Insurance coverage for vehicle usage under this agreement is being provided by the COUNTY OFFICE. However, since said office maintains a \$10,000.00 deductible at the present time, DISTRICT executing this agreement herewith acknowledges the deductible as being chargeable to the Delivery Service Program.

IN WITNESS WHEREOF, the COUNTY OFFICE has executed this agreement and the said DISTRICT has agreed to the provision described.

Eden Area KOP	L. Karen Monroe, Superintendent
Alameda County	Alameda County
State of California	Superintendent of Schools
Ву	Ву
Authorized Agent of Board	for Alameda County Office of Education
Date:	Date:



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

SUBJECT: Request the Governing Board to approve Lease Agreement

with Pitney Bowes for Postal Meter Rental

BACKGROUND

The Eden Area Regional Occupational Program contracts with Pitney Bowes to provide postal meter rental for the Eden Area ROP as follows:

DM400 Digital Desktop Mailing System

CURRENT SITUATION

Currently Eden Area ROP is renting one DM 400 Digital Desktop Mailing System with Pitney Bowes for its postal services. The attached lease agreement reflects the renewal of this rental agreement for 51 months with Pitney Bowes for the Eden Area ROP's use.

pitney bowes	(þ))
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		PITNEY BOWES LE	EASE AG	REEMENT		I I I I I		
Your Business Inform		ONAL PROCESS			Agreer	nent Number		
	GIONAL OCCUPATION	UNAL PROGRAM						
Full Legal Name of Less				ne of Lessee	Tax ID # (FEIN	•		
26316 HESPERIA	AN BLAD		HAYW	ARD	CA	94545-2458		
Billing Address: Street			City		State	Zip+4		
			(ext	003227990	08		
Billing Contact Name			Billing Co	ntact Phone #	Billing CAN #			
26316 HESPERIA Installation Address (If di	N BLVD ifferent from billing address)	: Street	HAYW.	ARD	CA	94545-2458		
,			City		State	Zip+4		
-			() _	ext	003227990	08		
Installation Contact Name	e		Installatio	n Contact Phone #	Installation CAN	l #		
Invoice Attention To			Lessee Po	D#				
Your Business Needs								
- 1	tion Description			ck additional items to be included in	client's payment			
Mail Stream So				ervice Level Agreement				
1 Green Connect	+ 1000 Series s Meter w/PP (NTF)		St	andard - Provides maintenance and	support for equipment			
1 130 LPM Featu			so	oftware Maintenance (additional terr	ns apply) - Provides revision updat	es & technical assistance		
1 10 lb Interfaced			<u>-</u> Ш		,			
1 Green 10 in. Sta	andard Apps Center			eter Rental) Value Based Services (not inclu	ding USPS fees which will be char	ned senarately)		
1 Green Connect				,	ang est e tosc man min pe enar	god sopulatoly)		
1 Connect+ Drop 1 IntelliLink Subsc			X Pu	rchase Power® - A line of credit pro	viding a convenient way to mail now	v and pay later.		
			Consolidate meter postage, permit postage and supplies under one account — see terms & conditions					
1 Tolb Could Flatt	1 15lb Scale Platform/Stand		L ()	Equipment Replacement Program – Protection in case of loss or damage to leased equipment ()Yes I want to enroll in the ValueMAX® equipment replacement program (x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in Section L9)				
			(x)	No Enfoliment (I will provide proof o	of insurance within the next 30 days	as noted in Section L9)		
f green products are identified on	your Order, the equipment covered t	by this Agreement includes remanufactur	red products that	have gone through our factory certifi	cation testing process.			
Your Payment Plan								
Initial Term : <u>51</u>	months			() Bandada da da a a a a a a a				
Number Of Months	Monthly Amount	Billed Quarterly At*		() Required advance check () Tax Exempt Certificate A				
First 51	\$278	\$834	-	() Tax Exempt Certificate N	lot Required			
			-					
Does not include any applicable sa	iles, use, or property taxes which will i	be billed separately; payment plans begi	in after any annie	rahla Interim Usago Poriod				
our Signature Below		so smou copulatory, payment plane sogi	ir atter arry applie	able litteriiri Osage Period.				
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'itney Bowes Terms) t	or any reason and that a	ll payment obligations ar	e uncondit	ional The Lease will be l	sinding on us after ve b	ave completed our cradi		
ina oocumentation app :quipment replacement i	rovai process and nave program (see Section L9 :	signed below. The Lease ofthe Pitney Boves Terms)	requires yo for an addit	ou either to provide prod ionalifee.	of of insurance or parti	cipate in the ValueMAX		
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ccount Rep Name		District Offi	ice					



DM400 Digital Desktop Mailing System

- · Automatically process mail
- Integrated scale
- Inkjet printing @ \$0.014/imprint
- Automatic tape strip feeder dispenses up to 50 tapes at a time
- PBSmartPostage for IMPB compliance
- Confirmation services and ERR
- Standard sealing system
- Update postal rates and download postage automatically using an analog or digital connection
- Monochrome, non-touch screen display

Like for Like Renewal Option

\$206/month

51-month term expires August 31, 2015

asbast .

Connect+ 1000 Customer Communication System

- Automatically process mail
- Interfaced scale
- Inkjet printing @ \$0.004/imprint
- Enhanced automatic tape roll feeder uses improved tape rolls that are easier to apply and do not curl at the end of the roll
- Enhanced sealing system uses adjustable wetness settings to seal standard and large envelopes better than previous models
- Refill postage, update rates, track packages, validate addresses, buy supplies, place service calls and troubleshoot service matters using the high-speed Internet connection
- 10" Color touch-screen display screen

Upgrade Renewal Option

\$278/month 51-month term

Expires August 31, 2015

Jill M. Sanders Senior Client Manager

2: +1 866 581 1234 x5540

昌: +1 203 617 3150

jill.sanders@pb.com pitneybowes.com

Pitney Bowes

1313 N Atlantic Suite 3000 Spokane WA 99201-2303 USA



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

SUBJECT: Request the Governing Board to approve the Lease

Agreement Amendment with Ricoh USA for Copier Services

BACKGROUND

The Eden Area Regional Occupational Program contracts Ricoh USA for copier services including maintenance for all ROP's copiers.

CURRENT SITUATION

Currently, the Eden Are ROP has three leased copiers and two owned copiers. One copier is expiring.

Ricoh USA has agreed to upgrade this leased copier that is expiring. The newly renovated office rooms in Building C room 12 will also need a copier. All current and new copiers will be consolidated into one billing which will save the district \$1,008 annually. Maintenance parts and supplies except paper are included in the consolidated leased agreement and district owned copiers.

Furthermore, all the leased copiers will have the same expiration date which will give the ROP better negotiation for upgrades with Ricoh USA once the leased agreement expires. Details of this lease agreement are in the lease contract.

CONSENT CALENDAR





is to that certain or, if applicable used but not de	n agreement no., , the party identified in this Am	PLUS AMENDMENT (the 1343414 fied below ("we" or us") arendment will have the measitions of the Agreement wi		3208372 r identified below o them in the Agr	_ (the "Agree") ("Custome eement. Ex	eement" r" or "y acept to	') between ou"). Al the exter	n Ricoh U l capitalize nt modifie	SA, Inc. ed words
Customer Info	rmation:	-							
Customer Name	e: <u>Eden Area R</u>	Regional Occupational Pr	ogram						
Address: 2631	6 Hesperian Bl	vd							
 City:			tv	Alameda	Stata	<u></u>	Zip:	94545-2	158
Term of Ame ACKNOWLEI AMENDMEN OF YOUR EX	ended Agreeme DGE THAT YO Γ, AS INDICAT KISTING AGRI	nt: This Amendment ext DU UNDERSTAND AND TED BY OUR SIGNATU EEMENT REFERENCE	tends the cur AGREE THA RE BELOW, D ABOVE B	rent term of the AT, AS OF THE THIS AMENDI Y ANOTHER	e Agreemer DATE OF MENT EX	nt as fo OUR A FENDS Ze	ollows: ACCEPT THE C ro	YOU H TANCE O URRENT	EREBY F THIS TERM 0
		") FROM THE CURRENT to the Agreement will be							
Equipment. Fo	r Equipment ado	ded pursuant to this Amen t plus the Extension Period	dment, the cu	rrent term of the	Agreement	(which	is equal	to the sur	
Equipment (amended by this		pment added pursuant to th	is Amendment	will be subject to	the terms a	nd cond	litions of	the Agree	ment, as
	Equipme	ent Change	Image	Volume Change			■ Both		
	Quantity	Make/Mode	1	Beginning/End	ding Meter		Seri	al#	
Add	2	MPC4501							
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Amended Billing: If (a) Equipment is deleted above in connection with the replacement of such Equipment with Equipment added above or with items of equipment supplied by Ricoh USA, Inc. pursuant to an agreement comparable to the Agreement or (b) Equipment is added above, then amendments to the Guaranteed Minimum Images, Cost of Additional Images and Minimum Payment, as specified below, will take effect on the delivery and acceptance date of the added Equipment or replacement equipment, as applicable. Otherwise, amendments to the Guaranteed Minimum Images, Cost of Additional Images and Minimum Payment, as specified below, will take effect on the first payment due date after our acceptance of this Amendment.

Guaranteed Minimum Images

	Black & White	Color
From	14,500	0
To	17,500	0

Cost of Additi	onal Images
Black & White	Color

Black & White	Color
\$.0135	\$.07
\$.0135	\$.07

Minimum Payment

(Without Tax)	
\$734.00	
\$ 1,200.00	

Cost Per Image: If the Agreement references a "Cost Per Image," such reference is hereby deleted. The Minimum Payment referenced above will not increase during the Minimum Term, as extended by the Extension Period described above, without the prior written consent of you and us.

Equipment Removal: You authorize us or our designee to pick up and remove the Equipment deleted pursuant to this Amendment (the "Deleted Equipment"). By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our or our designee's obligations to pick up and remove the Deleted Equipment, neither us nor any of our designees assumes any of your obligations, payment or otherwise, under the Agreement, which shall remain your sole responsibility. As a material condition to our or our designee's obligation to pick up and remove the Deleted Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to the Deleted Equipment.

Customer acknowledges and agrees that the Agreement, as amended by this Amendment, is UNCONDITIONAL AND NON-CANCELABLE.

۸	nth	orized	Sign	atures:
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By:	10/14/15
Authorized Signature	Date
Marites Fermin	Business Manager
Print Authorized Signer Name	Title

By:	
Authorized Signature	Date

Print Authorized Signer Name Title



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Nam	e: Eden Ar	ea Regional Occupa	ational Program				
Contact Name				Phone:	(510) 293-2	2912	
Address:	26316 H	lesperian Blvd			City:	Hayward	
State:	CA			4545-2458	Fax/Email:	ptrieu@ed	
Ma	ke	Mod	el		rial Number		Machine Status
Ricoh		MP2852SP		W422L100773			Lease
This Authorization owned by Custosuch equipment request will set every removal reforegoing, the procession of the proces	This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (iii) leaded from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request list for the location, make, model and serial number of the equipment to be removed by Ricoh, by signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the organic request listed by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the organic request is such carried by the content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Otata Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (iii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the eustomer's business or data retention, and any actions requirement shart has a since its consideration of any Data Management Services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and desi						
Payee Name:				Attention T	0:		
Address:				II Think be	sty Oyota == D	of of Dun Out I	ocluded
☐ W-9 included Mailing Method		☐ Mail Check (regula	ne) 110:	☐ ☐ Third-Pa rnight Check	rty Quote or Pro	oot of Buy Out Ir	nciuaed
The Buy Out An Third Party Lea: at the appropris Customer agree breach by Custo CUSTOMER By: Name: Mari Title: Bus	nount represente. Customer at time to the as to indemnify mer of any of the services Ferminess Manag	its the total amount payacknowledges that Cust appropriate location as and hold Ricoh harmlits obligations contained	yable by Ricoh for a omer is solely resp determined by th ess from any losse	such purpose. Ricoh sonsible to make payme Payee, and to fulfill is, damages, claims, suit and/or the Third Pa	ents to the Payer any and all payr uits and actions arty Lease. RICOH USA, INC By: Name: Title:	ee under the Th ment and other (including reaso	es not assume any obligation, under the ird Party lease, to return the Equipment obligations under the Third Party Lease. onable attorneys' fees) arising from the
Date: 9/9/1	J				Date:		

1 of 1

Information Items





FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: CDE Course Review – Welding Technology

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: Welding Technology, the statistics provided are derived from the 2014-2015 C101 follow-up study completed June 2015. The course review data included:

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 RO)P	LOCATION: Eden Area			ROP		
PROGRAM: Welding Tec			g Tec	hnology		INSTRUCT	NSTRUCTOR: Barbara		uarez		
Course				Enrollment as of 14	/15	Enrollment as of 13/14		3/14	Enr	ollment as of 12/13	
Name				Year to Date		Year to Date				Year to Date	
	Weldin	ıg		55		56				68	
Commer											
				ass enrollment maintai	ined to s	sustain agreed ma	aster sch	edule for offsite	and staffir	ng.	
	∑ \ Retentio		NC ∐ Active E	NO e Enrollment divided by Year-to-date Enrollment):							
	ok: Weldin		TOUVE L	Author: Prentice Hall Edition: 2010							
	ok: Weldin			Author: Prentice Hall Edition: 2009							
NO. YES NO				A STATE OF THE STA							
	×		ENR	OLLMENT - Course n	neets cu	rrent or future lab	or marke	et news.			
	~			CLASS SCHEDULE:		SECTIONS PER		IINS PER	Ελ	(PECTED MINIMUM	
1.				Block		YEAR:		SECTION:	STUE	DENTS PER SECTION:	
				Varies		1		90 mins.		25+	
2.	×		AVA	AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.							
	×		LEA	DERSHIP - Instruction	nal leade	ers have sufficient	time and	resources to in	mplement	system improvements and	
3. LEADERSHIP – Instructional leaders have sufficient time and resources to implement so work with their counterparts in other programs.							.,				
CURRICULUM and INSTRUCTION – Students						V – Students are	orovided	with a strong e	xperience i	n and understanding of all	
aspects of industry. SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is desig sequence of courses, career pathways, etc.											
						gned as part of a					
	40						viewed a	nd recommend	lad hy a nr	e-established committee.	
	×			Yes, instructor was pre						s-established committee.	
6.										dustrial, by 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.	×		LAB	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) COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates								
9.	×										
	community classroom and cooperative vocational education (i.e., job training, internsh JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for stu										
10.	~			-level positions or cour							
	pathway.										
FACILITIES AND EQUIPMENT ACCOMMODATION											
District will provide a facility which adequately accommodates the program.											
				EAROP will provide a facility which adequately accommodates the program.District shares cost of equipment if program is cross utilized.							
OTHER CONSIDERATIONS:											
								state and National Licensing or Certification			
Community College Articula				lation - Chahot				Strong Business or Industry Partnership -			
Dual Enrollment				iddolf Olidbot				Emerging Technologies -			
COMPLIANCE CATEGORIES											
							R – Reduce		S/T - Suspend/		
Program: Program			_	eria not met. See					zina	Terminate program.	
meets all criteria.				that need to be	Program in danger of			ogram. Ogram.	-119	Tominato program.	
				complied with.		•		J -			



FROM: Linda Granger, Superintendent

PREPARED BY: Craig Lang, Director

SUBJECT: CDE Course Review-Dental Assisting

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: Dental Assisting, 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												
PROGRAM: Dental Assisting INSTRUCTOR: Kathy O'Brien, Tammey Brown, Anissi								own, Anissa Barrot				
Course				Enrollment as of 14	/15	Enrollment as of 13/14			Enrollment as of 12/13			
Name				Year to Date		Year to Date		е	Year to Date			
Dental Assisting			54		41				46			
Dental Assisting Adults			i	50		49				57		
Comme		1 11				()						
,	Required •		ient: Ci	ass enrollment maintai	nea to	sustain agreed mast	ter s	schedule for offsite	and stattir	ıg.		
			_	NO re Enrollment divided by Year-to-date Enrollment):								
	ok: Modern		01110	Author: Saunders Edition: 2014								
NO.	YES	NO	Authori Guandolo Editioni 2017									
	×		ENROLLMENT – Course meets current or future labor market news.									
4	•			CLASS SCHEDULE:		SECTIONS PER		MINS PER		(PECTED MINIMUM		
1.				Block		YEAR:		SECTION:	STUE	DENTS PER SECTION:		
				Varies		1		90 mins.		25+		
2.	×		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.									
3.	×			EADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and								
J.				with their counterparts								
4.	×				UCTIO	DN – Students are pro	ovid	ed with a strong ex	perience i	n and understanding of all		
	4.0			aspects of industry. SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a								
5.	×			ence of courses, caree			LVL	LOFWILINI - Cour	se is desig	ineu as part or a		
	×				MITTEE – The course has been reviewed and recommended by a pre-established committee.							
	•		Yes, instructor was present at advisory meeting and minutes are on file at ROP No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance.									
6.												
					ИUST	attend next advisory	for p	program to meet co	ompliance.			
	40			ments:	Соп	rea moote current or	futu	ro lahor market nec	ade			
7.	×		LABOR MARKET NEEDS – Course meets current or future labor market needs.									
8.	×						rk b	ased learning oppo	ortunities (i	.e. guest speakers, field		
	×		trips, mock interviews, or student organizations) COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates									
9.				munity classroom and o								
	×		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in									
10.				entry-level positions or course prepares students for further training opportunities within the designed career								
	4		pathway. FACILITIES AND EQUIPMENT ACCOMMODATION									
	×			•			comr	modates the progra	am			
11.			 ☐ District will provide a facility which adequately accommodates the program. ☐ EAROP will provide a facility which adequately accommodates the program. 									
				District shares cost of equipment if program is cross utilized.								
OTHER CONSIDERATIONS:												
A-G Credit for UC							State and National Licensing or Certification					
Community College Articulation				ation			Strong Business or Industry Partnership					
☐ Dual Enrollment				Emerging Technologies -								
COMPLIANCE CATEGORIES												
R – Retain			□ w	/ - Watch Program:		P - Probation:		R – Reduce		S/T - Suspend/		
Program: Program				eria not met. See		ria is not being met.		Program: Downsiz	zing	Terminate program.		
meets all criteria.				that need to be	Prog	ram in danger of		program.	=	· •		
			compli	ied with.	susp	ension.				,		



FROM: Linda Granger, Superintendent

SUBJECT: Recognition of the Eden Area ROP Teacher of the Year

BACKGROUND

The Eden Area ROP participates yearly in the Alameda County Teacher of the Year Event. School districts and Regional Occupational Programs throughout Alameda County participated in the unique opportunity. Once a year we have the opportunity to provide some well-deserved recognition for the teaching profession.

CURRENT SITUATION

The Eden Area ROP Teacher of the Year for 2015 is Lance McVay. Lance teaches at the BADA Academy ran at San Lorenzo High School.

The ROP is proud of Lance for his commitment and dedication to the students and staff of the Eden Area Regional Occupational Program, as well as his contributions to public education.

ACOE provided Eden Area ROP with a short video clip that was shown during the Teacher of the Year event that we would like to share with you at this time.

RECOMMENDATION

Information only



FROM: Linda Granger, Superintendent

SUBJECT: First Reading of Board Policy and Administrative Regulations

4121 Substitutes and Other Personnel

BACKGROUND

The Board of Education periodically reviews, revises and adds Board policies to ensure complaince with government codes. The Board is continually engaged in the process of reviewing and revising the Eden Area ROP policies to ensure that they are up to date and compliant with changing law.

CURRENT SITUATION

In November 2014 the Healthy Workplaces/Healthy Families Act was approved by the legislature. An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, will earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015, whichever is later. Employers may provide no less than 24 hours of paid sick leave.

There are two ways that the sick leave can be determined, the accrual method or a grant. The accrual method provides for accrual of one hour for every 30 hours worked. The grant must provide at least 24 hours or 3 days at the beginning of a 12 month period of paid sick leave for each eligible employee to use per year.

RECOMMENDATION

Information only



GOVERNING BOARD POLICY HANDBOOK

Certificated Personnel BP 4121

SUBSTITUTES AND OTHER PERSONNEL

The Governing Board recognizes that substitute personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 – Certification)

Hiring

The Superintendent or designee shall recommend candidates for temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

<u>Substitute personnel may be employed on an on-call, day-to-day basis.</u>

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)



GOVERNING BOARD POLICY HANDBOOK

Certificated Personnel AR 4121(a)

SUBSTITUTES AND OTHER PERSONNEL

Substitute Teachers

Certificated personnel shall be employed at the prevailing Eden Area Regional Occupational Program (ROP) hourly rate for the purpose of substitution for regular teachers who are absent because of illness or other emergencies.

Effective July, 1 2015 any temporary or substitute employee who works for 30 days or more within a year of of his/her employment, is entitled to paid sick leave.

An employee shall accrue paid sick days at the rate of one hour per every 30 hours worked, beginning at the commencement of employment.

An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued. Any unused accrued paid sick days shall carry over to the following year of employment.

<u>Upon the oral or written request of an employee, an employer shall provide paid sick days</u> for the following purposes (Labor Code 246.5):

- (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- (2) need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230 (c) and 230.1 (a) for the health, safety, welfare of the employee, when the employee has been the a victim of domestic violence, sexual assault, or stalking.

No employee shall be denied the right to use accrued sick days, and the ROP shall not in any way discriminate or retaliate against any employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging ROP violation of Labor Code 245-249.

Other Personnel

Staff members may be employed by the ROP on an hourly basis, designed for courses requiring teaching staff or less than 37 1/2 hours per week, or for special projects requiring additional funding.



GOVERNING BOARD POLICY HANDBOOK

AR 4121(b)

SUBSTITUTES AND OTHER PERSONNEL (continued)

Legal Reference:

EDUCATION CODE

44252.5 State basic skills assessment required for certificated personnel

44300 Emergency teaching or specialist permits

44830 Employment of certificated persons; requirements of proficiency in basic skills

44839.5 Employment of retirant

44846 Criteria for reemployment preferences

44914 Substitute and probationary employment computation for classification as permanent employee

44915 Classification of probationary employees

44916 Time of classification; statement of employment status

44917 Classification of substitute employees

44918 Substitute or temporary employee deemed probationary employee; reemployment rights

44919 Classification of temporary employees

44920 Employment of certain temporary employees; classifications

44921 Employment of temporary employees; reemployment rights (unified and high school districts)

44953 Dismissal of substitute employees

44954 Release of temporary employees

44956 Rights of laid-off permanent employees to substitute positions

44957 Rights of laid-off probationary employees to substitute positions

44977 Salary schedule for substitute employees

45030 Substitutes

45041 Computation of salary

45042 Alternative method of computation for less than one school year

45043 Compensation for employment beginning in the second semester

56060-56063 Substitute teachers in special education

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person

5503 Physical examination for employment of retired persons

COURT DECISIONS

Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

CTC: http://www.ctc.ca.gov CSBA: http://www.csba.org

Action Items





FROM: Linda Granger, Superintendent

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

CTE Incentive Grant

BACKGROUND

The California Department of Education has allocated \$900 million over the next three years for a CTE Incentive Grant. Funds for this grant will have to be matched with cash dollars in over the three years of the grant. Year one is a 1:1 match, year two is a 1.5:1 match, and year three is a 2:1 match. The allocation of funds will be determined based on 7-12 grade ADA, CTE participation and the following factors: new to CTE, unduplicated count, high dropout, high unemployment, use of other CTE funds (Perkins, Ag, CPA), engage in regional collaboration with postsecondary education or other LEAs, significant investment in CTE, and rural schools.

CURRENT SITUATION

JPA ROP's are eligible to apply as the fiscal lead for the grant as long as there is an MOU in place among the participating districts and the ROP. This MOU serves as the agreement among the districts and the ROP that will enable us to move forward with this grant application as a consortium.

RECOMMENDATION

It is recommended that the Governing Board to approve the MOU for the CTE Incentive Grant.

Memorandum of Understanding (MOU) for a Joint Powers Authority for participation in the Career Technical Education Incentive Grant (CTEIG)

Names of Participating Local Educational Agencies (LEAs):

Castro Valley Unified School District Hayward Unified School District San Leandro Unified School District San Lorenzo Unified School District Eden Area Regional Occupational Program

This MOU was established to assist multiple LEAs in their regional area to provide a more comprehensive Career Technical Education (CTE) program offering to more students. The MOU is comprised of the LEAs listed above. This agreement will become effective upon receipt of this document with original signatures of the Superintendent or Authorized Designee from each of the participating LEAs and will extend through the duration of the state CTEIG funding, or until revised or disbanded by the participating LEAs.

For JPA's:

- As the administrative agency for the JPA, <u>Eden Area ROP</u> will receive and administer the JPA's allocated funds, and submit the necessary plans, applications, and all fiscal claims to the California Department of Education (CDE). Each of the LEAs participating in the JPA will cooperate in the development of these documents and will provide timely responses to the JPA fiscal agent's request for information and data.
- 2. Each member of the JPA will release the Average Daily Attendance (ADA) of their students in their district that will participate in the JPA's CTE programs to determine funding for this specific CTEIG funding structure. The JPA will report only those students' ADA that the member has released for the purpose of determining the grant allocation award. Each member and fiscal agent will submit data on CTE students according to what they are claiming or releasing of ADA for the grant funding structure of ADA, as outlined in Education Code (EC) Section 53071, (B), i-v.

Each member of the MOU and fiscal lead agency will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG funding, as outlined in EC Section 53071.

In accordance with the CTEIG program, EC Section 53070, (b) Of the amounts appropriated in paragraphs (1) through (3), inclusive, of subdivision (a), 4 percent is designated for applicants with average daily attendance of less than or equal to 140, 8 percent is designated for applicants with average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with average daily attendance of more than 550. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year for pupils in grades 7 to 12, inclusive. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or of any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.

No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

Eden Area ROP may claim indirect costs incurred based on the approved state rate.

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees to the conditions set forth in this Memorandum of Understanding:

Castro Valley Unified		
LEA Name	Authorized Signature	Date
Hayward Unified		
LEA Name	Authorized Signature	Date
San Leandro Unified		
LEA Name	Authorized Signature	Date
San Lorenzo Unified		
LEA Name	Authorized Signature	Date
Eden Area ROP		
LEA Name	Authorized Signature	Date

Communications





Alameda County Office of Education

L. Karen Monroe Superintendent

September 28, 2015

BOARD OF EDUCATION

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RE: 2015-16 Adopted Budget

Dear President Howard:

In accordance with Education Code Section 42127, we have examined the Adopted Budget of Eden Area ROP (the ROP) for fiscal year 2015-16 to determine if it complies with the Criteria and Standards adopted by the State Board of Education, and if it allows the ROP to meet its financial obligations during the upcoming fiscal year. By statute, this review must be completed on or before September 15 of each fiscal year.

Based on our review and analysis, we are satisfied that the Adopted Budget approved by the ROP's Governing Board on June 1, 2015 accurately reflects the financial status of the ROP and is consistent with the State's Criteria and Standards. We therefore **approve** the Adopted Budget with the comments outlined below.

Cash Flow Concerns

We continue to encourage the ROP to closely monitor their cash flow throughout the fiscal year. Consider maintaining reserve levels greater than the required minimum to adequately meet cash flow needs for payroll and other obligations. Preparations should be made in advance if the ROP needs to avail itself of temporary borrowing options such as a loan from the member districts.

ROP Issues

The ROP will need to stay informed of the possibility of their participating districts exercising flexibility with the ROP funds. It is essential that the ROP maintain strong communication with the member districts to assess any possible reduction in the ROP's revenue stream.

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We want to express our appreciation to Marites Fermin and the ROP staff, the Governing Board, and the community for their continued diligence and hard work. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140, or contact Gary Jones at (510) 670-4270.

Sincerely,

L. Karen Monroe, Superintendent Alameda County Office of Education

Board of Education, Eden Area ROP cc: Linda Granger, Superintendent, Eden Area ROP Marites Fermin, Business Manager, Eden Area ROP Gary Jones, Associate Superintendent, ACOE Jeffrey B. Potter, Executive Director, ACOE Roland Tom, Director, ACOE

Board Study Session





FROM: Linda Granger, Superintendent SUBJECT: Contract Authority Limit Protocol

BACKGROUND

Currently the superintendent or her designee has the authority to enter into contracts on behalf the Eden Area ROP. This authority is given so that efficient operation of the ROP can occur between board meetings. When the superintendent enters into a contract prior to board approval, it is brought to the board for ratification.

CURRENT SITUATION

The board has requested that we review our current practice and determine a contract limit amount that we would utilize moving forward. During this board study session we will discuss what guidelines we want to establish regarding our contract authority protocol.

BOARD STUDY SESSION