

GOVERNING BOARD MEETING AGENDA

Thursday, October 1, 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, October 1, 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. Students 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

Page 2 – Agenda for the October 1, 2015 Regular Meeting of the ROP Governing Board

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 September 3, 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 Quarterly Report on Williams Act Complaints and Resolutions (pages 17-18)
- E. Request the Governing Board to approve the Contracts with Castro Valley/Eden Area, Hayward and San Leandro Chambers of Commerce for the California Career Pathways Trust Grant (pages 19-58)
- F. Request the Governing Board to approve the MOU with NFTE for the 2015-2016 School Year (pages 59-63)
- G. Request the Governing Board to approve the Contract with John Peters for the First Responders Program (pages 64-70)

VIII. INFORMATION ITEMS

- A. CDE Course Review-Medical Careers and Sports Medicine (pages 71-73)
- B. Back to School Night (page 74)
- C. Principals' Breakfast (page 75)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XI. Adjourn to Board Study Session

- A. Contract Authority Limit (page 76)

XII. Recess to Closed Session

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

XIII. Reconvene to Open Session

- A. Report Action taken in closed session

XIV. Adjournment



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

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

CURRENT SITUATION

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

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

Robert Maldonado	San Leandro High School	Merchandising
Alma Miranda	San Lorenzo High School	Medical Careers
Nepoleon Alexander	Royal Sunset	Web, Graphics & Digital Design
Diana Grande	San Leandro High School	Academy of Business and Finance
Mark Yanez	Castro Valley High School	Computer/Web Programming

RECOMMENDATION

Information only

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
September 3, 2015**

I. Call to Order

Trustee Gary Howard, President, called the meeting to order at 5:30 p.m. on Thursday, September 3, 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
Lisa Brunner, Member	Hayward USD
Penny Peck, Member	San Lorenzo USD

Superintendent: Linda Granger- present

ROP Administrators in Attendance:

Craig Lang	Director
Stefanie Bradshaw	Assistant Director of Adult Programs
Marites Fermin	Business Manager
Evan Goldberg	Grant Coordinator

ROP Staff in Attendance:

Barbara Juarez	Welding/Metal Fabrication Program Instructor
Gabriela Juarez	Superintendent's Administrative Assistant
Jayne Salinger	Work Based Learning Specialist
Lameisha Sherri	Web, Graphics and Digital Design Program Instructor

Others in Attendance:

Sarah Richardson	Business Person of the Year
Ron Sharp	Business Person of the Year
Dawne Shelton, PhD	Business Person of the Year
Ashton Simmons	Business Person of the Year
Francis Solomon	Business Person of the Year

III. Pledge of Allegiance

Evan Goldberg led the Pledge of Allegiance.

IV. Mission Statement

Stefanie Bradshaw read the Eden Area ROP Mission Statement.

V. Approval of Agenda

Trustee Lisa Brunner moved to approve the agenda and Trustee Ron Carey, seconded the motion. By the following vote, the agenda was approved.

AYES: 4 (Brunner, Carey, Howard, Peck)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VI. Consent Calendar

Trustee Ron Carey moved to approve the Consent Agenda items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of August 6, 2015
- B. Approve the Bill Warrants Items
- C. Approve the Personnel Action Items
- D. Approve the Contract with the DSP Training Proctor (Abraham Hill) for the 2015-2016
- E. Approve the MOU with Alameda Office of Education Network for Connection Services for Fiscal Year 2015-2016
- F. Approve the MOU with CRY-ROP for CTE Teach for the 2015-2016 School Year
- G. Approve the Contract with Barracuda Networks, Inc. for the Fiscal Year 2015-2016
- H. Approve the MOUs for California Career Pathways Trust Grant with Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts and Chabot College

Trustee Penny Peck seconded the motion.

AYES: 4 (Brunner, Carey, Howard, Peck)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VII. Information Items

A. Recognition of Outstanding Business Person of the Year

Linda Granger, Superintendent, presented the Outstanding Business Person of the Year awards. The following community members were introduced by the instructors and staff who nominated them and were honored by the ROP Staff and the Governing Board as the 2015 Business Person of the Year; Sara Richardson, Ron Sharp, Ashton Simmons and Francis Solomon.

A plaque was presented to each outstanding business person of the year by the instructor or staff member who nominated them.

B. CDE Course Review-Graphics Pathway

Craig Lang, Director, introduced, Lameisha Sherri, the instructor of the Web, Graphics and Digital Design program to present information about the class. Ms. Sherri stated that the

center program is a capstone program. Students work to develop skills in concept development, digital communication, presentation skills and set type using the latest version of adobe creative suites. Students receive a comprehensive introduction of the graphics design field with an emphasis on theory, creative development and an in-depth exploration to entrepreneurship. The program is a-g accredited. For some districts, it meets the requirement for math or fine art credit and students can receive a certificate of mastery. Ms. Sherri highlighted some of the successes from her 2014-2015 class. Students participated in NFTE, design for hire and t-shirt making.

D. Opening of School for the 2015-2016 School Year

Mr. Craig Lang, Director, reported on the opening of school. He shared that it had been a staggered start this year as the districts had multiple start dates. Students were here for the first day of ROP, regardless of their first day of school at the home high school. Strong collaboration has been established between school sites and the ROP to make sure students not only enroll in ROP, but into their desired class. Students are continuing to add ROP to their schedule and the transferring between programs is at a minimum.

E. Stride Academy

Mr. Craig Lang, Director, shared information on the Stride Academy. Stride Academy is an online learning program that helps students in language arts, reading and algebra. The program is available to students on campus and anywhere that they have access to a computer. Stride Academy assesses individual students' strengths and skill gaps on common core and state standards. The program then pinpoints areas of growth and helps strengthen students in the particular area. Students spend 1 hour a week using Stride Academy.

F. Dates for Sophomore Tours and the Student Award Ceremony

Craig Lang, Director, presented to the Governing Board the projected dates for the sophomore tours. He also shared the date of the Student Award Ceremony, it will be held on Tuesday, May 31, 2016 at 6:30 pm at the Castro Valley Center of the Arts. The superintendent then extended an invitation to the Governing Board to attend the award ceremony. She also welcomed the Board members to attend their respective high schools sophomore tours dates.

G. Eden Area ROP Service Awards

Linda Granger, Superintendent, highlighted the employees that were recognized and honored for their commitment and service to the ROP. She shared that annually service awards are presented to staff for their years of experience and dedication to the organization. These awards were presented to staff at the August 17, 2015 Staff Development Day. Service awards were given to Daniel Pareja (5 years), Maurice Brittain (10 years), Stacy Dixon (10 years), Craig Lang (10 years), Marlene McDowell (15 years), Kathy O'Brien (25 years) and Sabrina Ubhoff (27 years).

VIII. Action Items

A. Request the Governing Board to approve the 2014-2015 Unaudited Actual Income and Expenditure Report

Upon review of and a motion by Trustee Ron Carey and a second by Trustee Lisa Brunner, the Governing Board approved the 2014-2015 unaudited actual income and expenditure report.

AYES: 4 (Brunner, Carey, Howard, Peck)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the Revised Calendar of Governing Board Meetings for the 2015-2016 School Year

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Ron Carey, the Governing Board approved the Revised Calendar of Governing Board Meetings for the 2015-20216 school year.

AYES: 4 (Brunner, Carey, Howard, Peck)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Linda Granger was excited to report that through the Career Pathway Trust (CPT) Grants, the Eden Area ROP is becoming well known for the services we provide for our districts. Last month she reported that we applied for the CPT round 1 grant to provide work based learning opportunities. It has been announced that we have been selected which will provide us the opportunity to expand support we provide to our 4 districts. The ROP has also been awarded the CTE Teach Grant to provide support to CTE Teachers. She concluded her report by sharing that last year the ROP upgraded the network to 50mbps and as technology needs have grown this year we have increased to 100 mbs.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Gary Howard, Castro Valley USD representative, welcomed Penny Peck to the Board.

Penny Peck, San Lorenzo USD representative, would like to plan a tour of the school.

Lisa Brunner, Hayward USD representative, really enjoyed first meeting of the 2015-2016 school year and has given out information about ROP to her fellow board members at HUSD.

IV. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent and Goals (Government Code Sec. 54957)

The meeting was called into closed session at 6:40.

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

The meeting resumed to open session at 6:51 p.m.

- A. Public Employee Performance Evaluation: Superintendent's Goals (Government Code Sec. 54957)

Upon review of and a motion by Trustee Lisa Brunner and a second by Trustee Penny Peck, the Governing Board approved the Superintendent's Goals for 2015-2016.

AYES: 4 (Brunner, Carey, Foster, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 0

XI. Adjournment

The meeting was adjourned at 6:51 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of August 21, 2015 through September 18, 2015 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT INFORMATION

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

CONSENT CALENDAR



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through October 1, 2015 as specified by Education Code 35186 (d).

CONSENT CALENDAR

Quarterly Report on Williams Act Complaints

[Education Code 35186 (d)]

Report through: October 1, 2015

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

Quarterly Report Submission (check one)→

Date: October 1, 2015

- ☐ January 2015
☐ April 2015
☐ July 2015
☒ October 2015

Date for information to be reported publicly at the Governing Board meeting: October 1, 2015

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: October 1, 2015

Linda Granger, Superintendent



DATE: October 1, 2015
TO: Eden Area ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Contracts with Castro Valley/Eden Area, Hayward and San Leandro Chambers of Commerce for the California Career Pathways Trust Grant

BACKGROUND

In July 2015, the Eden Area ROP was awarded a \$5.8 million grant for the California Career Pathways Trust Round 2 grant. Part of this grant included funding to develop work-based learning experiences for career pathways in our Castro Valley, Hayward, San Leandro and San Lorenzo school districts. Additionally, Eden Area ROP was awarded \$275,865 from Peralta College's California Career Pathways Trust Round 1 grant to supplement this work.

CURRENT SITUATION

The attached contracts codify our working relationships with the Castro Valley/Eden Area, Hayward, and San Leandro Chambers of Commerce. The contracts have a scope of work which defines expectations.

Fiscal Impact: The three Chambers of Commerce will each receive \$70,000 from grant funds this first fiscal year.

CONSENT CALENDAR



**Independent Contractor Agreement
Castro Valley/Eden Area
Chamber of Commerce Work Based Learning Liaison Work**

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

The parties agree as follows:

1. **Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "Scope of Work for Chambers of Commerce."
2. **Terms:** CONTRACTOR shall commence work on October 1, 2015. The work shall be completed no later than June 30, 2016.
3. **Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of seventy-thousand dollars, (\$70,000) payable as follows: EAROP shall pay Chambers of Commerce quarterly (October 1, January 1, April 1, and June 30). Quarterly payments will be seventeen-thousand-five hundred dollars (\$17,500).
4. **Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
6. **Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

EAROP Contract Coordinator/Representative

Name: Evan Goldberg
Location/Site: EAROP Office
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Ph./Email: (510) 293-2930 egoldberg@edenrop.org

Contractor

Name: _____
Title: _____
Address: _____

Phone/Email: _____

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR'S employees.
8. **Fingerprinting:** By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the EAROP determines that the CONTRACTOR and the CONTRACTOR'S employees will have limited contact with pupils. In making this determination, EAROP will consider the totality of the circumstances, including factors such as length of time the CONTRACTOR and the CONTRACTOR's employees will be on the grounds of EAROP or Eden Area School District (Castro Valley, Hayward, San Leandro, and San Lorenzo USDs) and whether pupils will be in proximity to the site where the CONTRACTOR or the CONTRACTOR'S employees will be alone or with others.
- A. EAROP Determination of Fingerprinting Requirement Application
EAROP has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees (check one)
☒ **are subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph B (below) is applicable (See Appendix E)**
☐ **are NOT subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph C (below) is applicable.**
- B. If EAROP has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to EAROP a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense. **(See Appendix E)**
- C. Even if EAROP has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR'S employees on an EAROP or Eden Area School District site:
- (1) CONTRACTOR and CONTRACTOR'S employees shall check in with the main office on site each day immediately upon arrival;
 - (2) CONTRACTOR and CONTRACTOR'S employees shall inform site office staff of their proposed activities and location on the site;
 - (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the site office;
 - (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and
 - (5) CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact the site office and request that a member of school site staff be assigned to the work location.

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

Eden Area ROP

By: _____

Date: _____

Contractor

By: _____

Date: _____

**SCOPE OF WORK
CAREER PATHWAY TRUST PARTNERSHIP AGREEMENT
BETWEEN**

**Eden Area Regional Occupational Program and the
Castro Valley/Eden Area Chamber of Commerce**

This Scope of Work, dated as of September 15, 2015 (the “Agreement”) is by and between the Eden Area Regional Occupational Program (“EAROP”) and the Castro Valley/Eden Area Chamber of Commerce signing below (the “Signing Partner”) as of the date of shown on the signature page.

The main purpose of this grant is for Chambers of Commerce to serve as liaisons to businesses, government, non-profit organizations, and other community organizations in order to link employers and educational institutions with a primary purpose of aggregating and making available work opportunities for students. This work begins with the Chambers existing partners and grows as time and capacity permit.

Funds from this grant are intended to fulfill the goals and outcomes of the Peralta College and Eden Area ROP *California Career Pathways Trust* grants. In these grants, EAROP, the four school districts, and Chabot College have dedicated themselves to developing career pathways for students. Overall goals for these grants are to:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Chambers will invoice the Eden Area ROP on a quarterly basis each year and provide required documentation on expenses. All expenditures must follow EDGAR, federal, and state guidelines. **Use Appendix D: Invoice Form.**

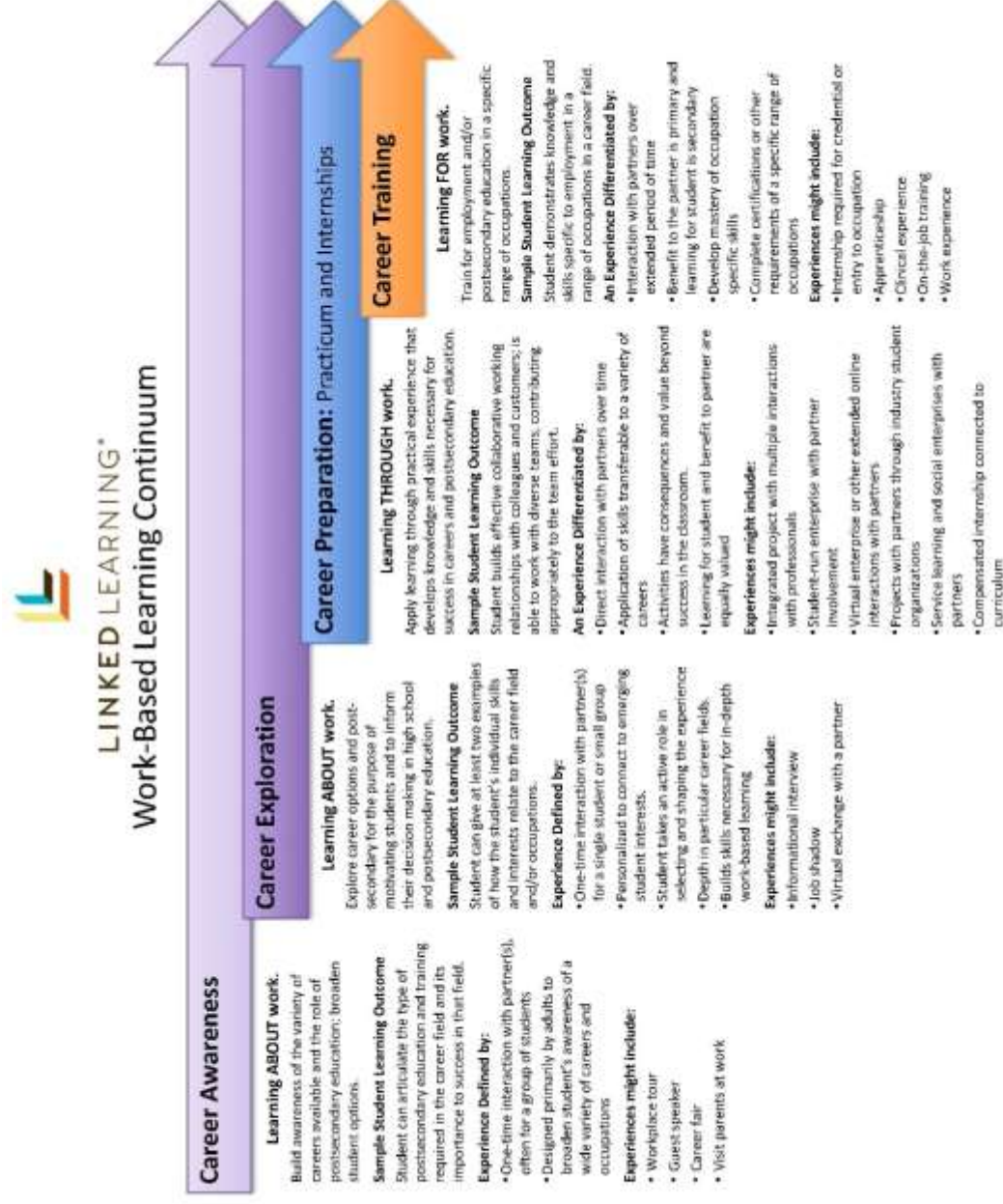
Specific Tasks of this Scope of Work include:

1. Hire an individual whose primary responsibility will be to work in conjunction with the Eden Area Regional Occupation Center (EAROP) and its school district partners and Chabot College to provide access to and involvement of its organization’s members, other community businesses, community-based organizations (CBOs) and government agencies to create work-based learning (WBL) experiences for the EAROP campus and district partners. Staff hired for this grant will not engage in similar additional work outside of their Chamber positions in the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts without the express written permission of the Eden Area ROP and its district partners.

2. The primary work of this contract involves developing work-based learning (WBL) experiences through building relationships and engaging businesses, government, CBOs and other community partners. Work-Based Learning involves a progression of learning experiences that begin with Career Awareness, Career Exploration, Career Preparation and Career Training. **See Appendix A: Work-Based Learning Continuum**
 - Career Awareness: Students build awareness of the variety of careers available, the role of post-secondary education. Typical activities include:
 - Class Visits/Guest Speakers
 - Field Trips/Workplace Tours
 - Career Fairs
 - Visiting parents at work
 - Career Exploration: Students explore career options and learn about the post-secondary requirements to inform their decision making. Typical activities include:
 - Informational Interviews
 - Mock Job Interviews
 - Job Shadowing
 - Career Preparation: Students apply their learning through practical experiences that develop knowledge and skills necessary for career and post-secondary success: Typical activities include:
 - Student-run enterprises with partner involvement
 - Service-Learning (combining academic work with community service)
 - Student leadership competitions and events
 - Internships
 - Integrated Projects
 - Participation on Advisory Boards
 - Career Training: Students train for employment and/or post-secondary education. Typical activities include:
 - Internships
 - Apprenticeships
 - Clinical Experiences
 - On-the-job training
3. Collaborate and coordinate with district and school-based work-based learning specialists in order to understand school needs, including:
 - School culture and climate
 - Academic needs
 - Pathways goals
 - Student interests
 - Development of work place or “soft” skills
 - Other school related needs

4. Work with WBL partners to ensure that all employer onsite activities provide:
 - Learning experiences that expose students to broad aspects of the work environment
 - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
 - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2015-2016 year, including:
 - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
 - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
 - Video
 - Printed or electronic collateral
 - Social Media
 - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses. **See Appendix B: Budget.**
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members. **See Appendix C Reporting**
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

Appendix A: Work-Based Learning Continuum



Appendix B: Budget to be Submitted to the Eden Area ROP

California Career Pathways Trust 2015–16 Grant Budget Page

Chamber Name:		Chamber CEO or Director:	
Chamber CEO or Director email		Phone Number:	
\$70,000 Budget		Fiscal Agent Contact:	
Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries			
2000 Worker Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenditures (other than travel expenditures)			
5200 Travel			
Totals		\$	
		%	

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Chamber Lead

Date

California Career Pathways Trust 2015–16 Budget Narrative

Submit a **Budget Narrative** that explains all expenditures under each category within the budget. Include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application.

Appendix C: Work Report

Week of:	Staff:	Grant Activities

Additional Comments (Great accomplishments, victories, challenges):

Appendix D: Invoice Form

[Institution Logo]

[Institution Name/Address]

INVOICE

TO: Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545
ATTN: Sabrina Ubhoff, EAROP Accounts Payable Technician,
Finance Department
Email: sabrinav@edenrop.org

Invoice No.: _____
Invoice Date: _____
Amount*: \$ _____

For Eden Area Career Pathways Consortium, Fiscal Year: July 1, 2015 through June 30, 2016,
for actual expenditures incurred and delivered in the following quarter:

☐ Q1: October 1 ☐ Q2: January 1 ☐ Q3: April 1 ☐ Q4: Jun. 30

NOTE: PLEASE PROVIDE ITEMIZED COSTS ON PAGE 2 TO SUPPORT INVOICED AMOUNT. THANK YOU!*

Check payable to: _____

Your Contact's Full Name: _____

Contact's Title: _____

Contact's Telephone no.: (____) ____-_____

***Attachments included with this invoice:**

☐ Itemized Costs (pg.2 of Invoice)

☐ Invoice Appendix

☐ Contractor Time & Effort Certification (for each staff member working on project)

☐ Copies of invoices/receipts paid for allowable CPT project expenditures over \$200



Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 1 of 2)

Contractor/Consultant Name: _____

Contractor/Consultant Address: _____

On behalf of the agency/organization/individual named above, I hereby certify that, pursuant to Education Code 45125.1, criminal background checks have been conducted through the California Department of Justice on all employees providing services to the Eden Area ROP, pursuant to the attached contract, dated October 1, 2015.

I also certify that none of the aforementioned employees have been convicted of serious or violent felonies, as defined in Penal Code Sections 1192.7(c) and 667.5(c), respectively. Attached to this Certification is a list of names of employees who may come in contact with students.

I declare under penalty of perjury under the laws of the
State of California that the foregoing is true and correct.

Signature of Contractor/Consultant

Date

Printed Name and Title of Person Signing Certification

Return this completed form to Evan Goldberg, Eden Area ROP

If EAROP has determined that fingerprinting is required: (1) all Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) Contractor shall not permit any employee to come in contact with students until Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Contractor shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) Contractor shall provide to EAROP a list of names of its employees who may come in contact with students. The Contractor is required to fulfill these requirements at its own expense.

Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 2 of 2)

Listed below are the names of Contractors/Consultants and its employees and/or representatives who have received clearance from the California Department of Justice to come in contact with students, pursuant to Education Code 45125.1:

Signature of Contractor/Consultant

Printed Name and Title of Person Signing Certification

Date



Independent Contractor Agreement Hayward Chamber of Commerce Work Based Learning Liaison Work

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

The parties agree as follows:

- 1. Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "Scope of Work for Chambers of Commerce."
- 2. Terms:** CONTRACTOR shall commence work on October 1, 2015. The work shall be completed no later than June 30, 2016.
- 3. Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of seventy-thousand dollars, (\$70,000) payable as follows: EAROP shall pay Chambers of Commerce quarterly (October 1, January 1, April 1, and June 30). Quarterly payments will be seventeen-thousand-five hundred dollars (\$17,500).
- 4. Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
- 6. Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

EAROP Contract Coordinator/Representative

Name: Evan Goldberg
Location/Site: EAROP Office
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Ph./Email: (510) 293-2930 egoldberg@edenrop.org

Contractor

Name: _____
Title: _____
Address: _____
Phone/Email: _____

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR'S employees.
8. **Fingerprinting:** By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the EAROP determines that the CONTRACTOR and the CONTRACTOR'S employees will have limited contact with pupils. In making this determination, EAROP will consider the totality of the circumstances, including factors such as length of time the CONTRACTOR and the CONTRACTOR's employees will be on the grounds of EAROP or Eden Area School District (Castro Valley, Hayward, San Leandro, and San Lorenzo USDs) and whether pupils will be in proximity to the site where the CONTRACTOR or the CONTRACTOR'S employees will be alone or with others.
- A. EAROP Determination of Fingerprinting Requirement Application
EAROP has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees (check one)
☒ **are subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph B (below) is applicable (See Appendix E)**
☐ **are NOT subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph C (below) is applicable.**
- B. If EAROP has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to EAROP a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense. **(See Appendix E)**
- C. Even if EAROP has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR'S employees on an EAROP or Eden Area School District site:
- (1) CONTRACTOR and CONTRACTOR'S employees shall check in with the main office on site each day immediately upon arrival;
 - (2) CONTRACTOR and CONTRACTOR'S employees shall inform site office staff of their proposed activities and location on the site;
 - (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the site office;
 - (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and
 - (5) CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact the site office and request that a member of school site staff be assigned to the work location.

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

Eden Area ROP

By: _____

Date: _____

Contractor

By: _____

Date: _____

**SCOPE OF WORK
CAREER PATHWAY TRUST PARTNERSHIP AGREEMENT
BETWEEN**

**Eden Area Regional Occupational Program and the
Hayward Chamber of Commerce**

This Scope of Work, dated as of September 15, 2015 (the “Agreement”) is by and between the Eden Area Regional Occupational Program (“EAROP”) and the Hayward Chamber of Commerce signing below (the “Signing Partner”) as of the date of shown on the signature page.

The main purpose of this grant is for Chambers of Commerce to serve as liaisons to businesses, government, non-profit organizations, and other community organizations in order to link employers and educational institutions with a primary purpose of aggregating and making available work opportunities for students. This work begins with the Chambers existing partners and grows as time and capacity permit.

Funds from this grant are intended to fulfill the goals and outcomes of the Peralta College and Eden Area ROP *California Career Pathways Trust* grants. In these grants, EAROP, the four school districts, and Chabot College have dedicated themselves to developing career pathways for students. Overall goals for these grants are to:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Chambers will invoice the Eden Area ROP on a quarterly basis each year and provide required documentation on expenses. All expenditures must follow EDGAR, federal, and state guidelines. **Use Appendix D: Invoice Form.**

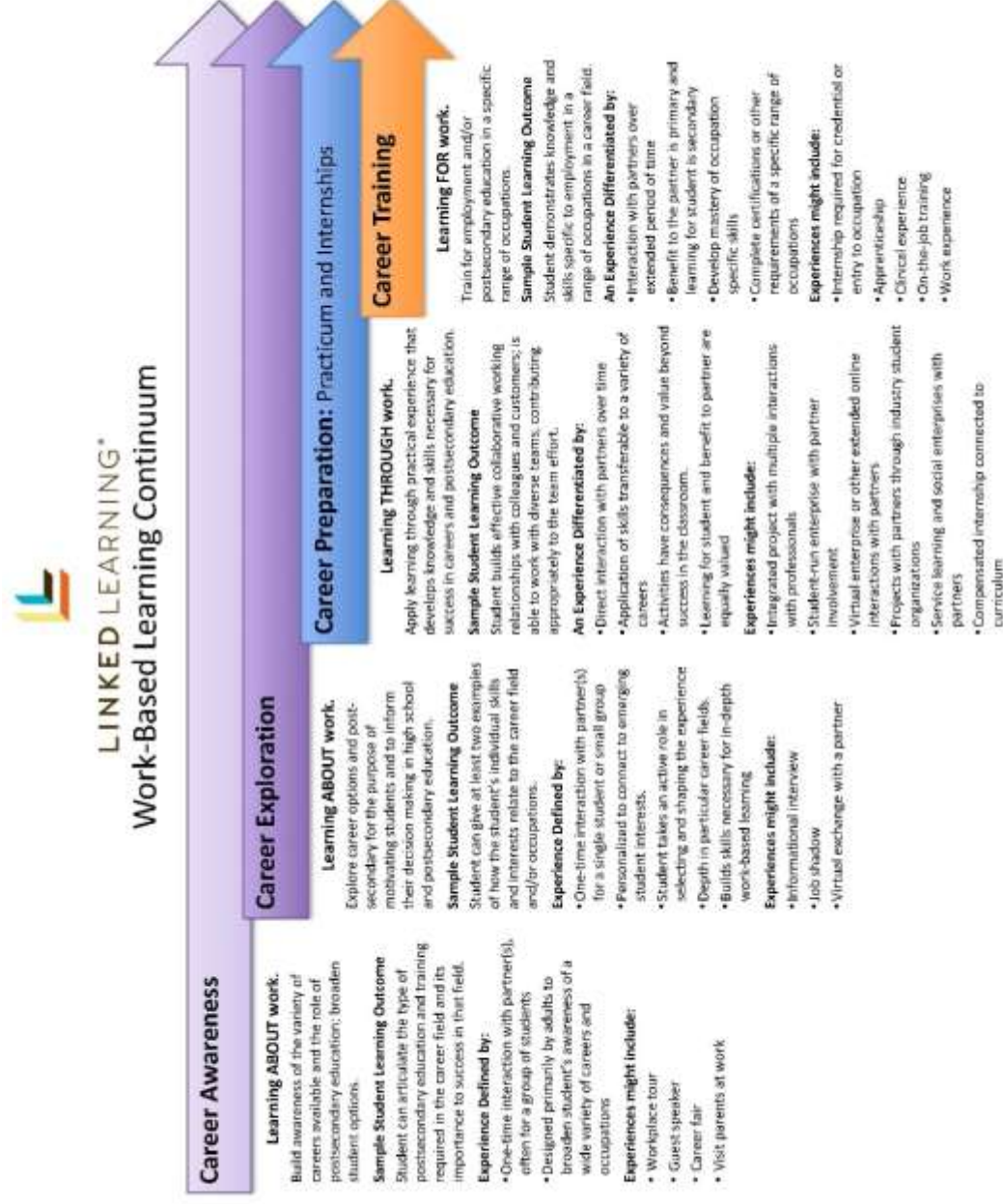
Specific Tasks of this Scope of Work include:

1. Hire an individual whose primary responsibility will be to work in conjunction with the Eden Area Regional Occupation Center (EAROP) and its school district partners and Chabot College to provide access to and involvement of its organization’s members, other community businesses, community-based organizations (CBOs) and government agencies to create work-based learning (WBL) experiences for the EAROP campus and district partners. Staff hired for this grant will not engage in similar additional work outside of their Chamber positions in the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts without the express written permission of the Eden Area ROP and its district partners.

2. The primary work of this contract involves developing work-based learning (WBL) experiences through building relationships and engaging businesses, government, CBOs and other community partners. Work-Based Learning involves a progression of learning experiences that begin with Career Awareness, Career Exploration, Career Preparation and Career Training. **See Appendix A: Work-Based Learning Continuum**
 - Career Awareness: Students build awareness of the variety of careers available, the role of post-secondary education. Typical activities include:
 - Class Visits/Guest Speakers
 - Field Trips/Workplace Tours
 - Career Fairs
 - Visiting parents at work
 - Career Exploration: Students explore career options and learn about the post-secondary requirements to inform their decision making. Typical activities include:
 - Informational Interviews
 - Mock Job Interviews
 - Job Shadowing
 - Career Preparation: Students apply their learning through practical experiences that develop knowledge and skills necessary for career and post-secondary success: Typical activities include:
 - Student-run enterprises with partner involvement
 - Service-Learning (combining academic work with community service)
 - Student leadership competitions and events
 - Internships
 - Integrated Projects
 - Participation on Advisory Boards
 - Career Training: Students train for employment and/or post-secondary education. Typical activities include:
 - Internships
 - Apprenticeships
 - Clinical Experiences
 - On-the-job training
3. Collaborate and coordinate with district and school-based work-based learning specialists in order to understand school needs, including:
 - School culture and climate
 - Academic needs
 - Pathways goals
 - Student interests
 - Development of work place or “soft” skills
 - Other school related needs

4. Work with WBL partners to ensure that all employer onsite activities provide:
 - Learning experiences that expose students to broad aspects of the work environment
 - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
 - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2015-2016 year, including:
 - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
 - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
 - Video
 - Printed or electronic collateral
 - Social Media
 - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses. **See Appendix B: Budget.**
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members. **See Appendix C Reporting**
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

Appendix A: Work-Based Learning Continuum



Appendix B: Budget to be Submitted to the Eden Area ROP

California Career Pathways Trust 2015–16 Grant Budget Page

Chamber Name:		Chamber CEO or Director:	
Chamber CEO or Director email		Phone Number:	
\$70,000 Budget		Fiscal Agent Contact:	
Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries			
2000 Worker Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenditures (other than travel expenditures)			
5200 Travel			
Totals		\$	
		%	

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Chamber Lead

Date

California Career Pathways Trust 2015–16 Budget Narrative

Submit a **Budget Narrative** that explains all expenditures under each category within the budget. Include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application.

Appendix C: Work Report

Week of:	Staff:	Grant Activities

Additional Comments (Great accomplishments, victories, challenges):

Appendix D: Invoice Form

[Institution Logo]

[Institution Name/Address]

INVOICE

TO: Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545
ATTN: Sabrina Ubhoff, EAROP Accounts Payable Technician,
Finance Department
Email: sabrinav@edenrop.org

Invoice No.: _____
Invoice Date: _____
Amount*: \$ _____

For Eden Area Career Pathways Consortium, Fiscal Year: July 1, 2015 through June 30, 2016,
for actual expenditures incurred and delivered in the following quarter:

☐ Q1: October 1 ☐ Q2: January 1 ☐ Q3: April 1 ☐ Q4: Jun. 30

NOTE: PLEASE PROVIDE ITEMIZED COSTS ON PAGE 2 TO SUPPORT INVOICED AMOUNT. THANK YOU!*

Check payable to: _____

Your Contact's Full Name: _____

Contact's Title: _____

Contact's Telephone no.: (____) ____ - _____

***Attachments included with this invoice:**

☐ Itemized Costs (pg.2 of Invoice)

☐ Invoice Appendix

☐ Contractor Time & Effort Certification (for each staff member working on project)

☐ Copies of invoices/receipts paid for allowable CPT project expenditures over \$200



Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 1 of 2)

Contractor/Consultant Name: _____

Contractor/Consultant Address: _____

On behalf of the agency/organization/individual named above, I hereby certify that, pursuant to Education Code 45125.1, criminal background checks have been conducted through the California Department of Justice on all employees providing services to the Eden Area ROP, pursuant to the attached contract, dated October 1, 2015.

I also certify that none of the aforementioned employees have been convicted of serious or violent felonies, as defined in Penal Code Sections 1192.7(c) and 667.5(c), respectively. Attached to this Certification is a list of names of employees who may come in contact with students.

I declare under penalty of perjury under the laws of the
State of California that the foregoing is true and correct.

Signature of Contractor/Consultant

Date

Printed Name and Title of Person Signing Certification

Return this completed form to Evan Goldberg, Eden Area ROP

If EAROP has determined that fingerprinting is required: (1) all Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) Contractor shall not permit any employee to come in contact with students until Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Contractor shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) Contractor shall provide to EAROP a list of names of its employees who may come in contact with students. The Contractor is required to fulfill these requirements at its own expense.

Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 2 of 2)

Listed below are the names of Contractors/Consultants and its employees and/or representatives who have received clearance from the California Department of Justice to come in contact with students, pursuant to Education Code 45125.1:

Signature of Contractor/Consultant

Printed Name and Title of Person Signing Certification

Date



Independent Contractor Agreement San Leandro Chamber of Commerce Work Based Learning Liaison Work

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

The parties agree as follows:

- 1. Services:** CONTRACTOR agrees to provide the services described in the attached Scope of Work. SEE "Scope of Work for Chambers of Commerce."
- 2. Terms:** CONTRACTOR shall commence work on October 1, 2015. The work shall be completed no later than June 30, 2016.
- 3. Compensation:** For the full performance of this Agreement, EAROP shall pay CONTRACTOR a total fee of seventy-thousand dollars, (\$70,000) payable as follows: EAROP shall pay Chambers of Commerce quarterly (October 1, January 1, April 1, and June 30). Quarterly payments will be seventeen-thousand-five hundred dollars (\$17,500).
- 4. Insurance:** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of one million dollars (\$1,000,000) per occurrence of bodily injury and property damage. Evidence of insurance is attached.
- 5. Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this agreement, *except*:
- 6. Notices/Invoicing:** All notices and invoices provided under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

EAROP Contract Coordinator/Representative

Name: Evan Goldberg
Location/Site: EAROP Office
Address: 26316 Hesperian Blvd.
Hayward, CA 94545
Ph./Email: (510) 293-2930 egoldberg@edenrop.org

Contractor

Name: _____
Title: _____
Address: _____
Phone/Email: _____

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR is an independent contractor. CONTRACTOR is responsible for providing Unemployment Insurance and Workers' Compensation coverage for CONTRACTOR'S employees and for payment of all federal, state, and local payroll taxes for and on behalf of CONTRACTOR'S employees.
8. **Fingerprinting:** By execution of this Agreement, the CONTRACTOR acknowledges that Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation, and school site foo-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless the EAROP determines that the CONTRACTOR and the CONTRACTOR'S employees will have limited contact with pupils. In making this determination, EAROP will consider the totality of the circumstances, including factors such as length of time the CONTRACTOR and the CONTRACTOR's employees will be on the grounds of EAROP or Eden Area School District (Castro Valley, Hayward, San Leandro, and San Lorenzo USDs) and whether pupils will be in proximity to the site where the CONTRACTOR or the CONTRACTOR'S employees will be alone or with others.
- A. EAROP Determination of Fingerprinting Requirement Application
EAROP has considered the totality of the circumstances concerning the Project and has determined that the CONTRACTOR and CONTRACTOR'S employees (check one)
☒ **are subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph B (below) is applicable (See Appendix E)**
☐ **are NOT subject to the fingerprinting requirements of Education Code Sections 45125.1 and or 45125.2 and Paragraph C (below) is applicable.**
- B. If EAROP has determined that fingerprinting is required, the CONTRACTOR expressly acknowledges that (1) CONTRACTOR and all of CONTRACTOR's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice together with the requisite fee as set forth in Education Code Section 45125.1; (2) CONTRACTOR shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) CONTRACTOR shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) CONTRACTOR shall provide to EAROP a list of names of its employees who may come in contact with students. The CONTRACTOR is required to fulfill these requirements at its own expense. **(See Appendix E)**
- C. Even if EAROP has determined that fingerprinting is not required, the CONTRACTOR expressly acknowledges that the following conditions shall apply to any work performed by the CONTRACTOR and/or CONTRACTOR'S employees on an EAROP or Eden Area School District site:
- (1) CONTRACTOR and CONTRACTOR'S employees shall check in with the main office on site each day immediately upon arrival;
 - (2) CONTRACTOR and CONTRACTOR'S employees shall inform site office staff of their proposed activities and location on the site;
 - (3) Once at such location, CONTRACTOR and CONTRACTOR'S employees shall not change locations without contacting the site office;
 - (4) CONTRACTOR and CONTRACTOR'S employees shall not use student restroom facilities; and
 - (5) CONTRACTOR and/or CONTRACTOR's employees find themselves alone with a student, CONTRACTOR and CONTRACTOR'S employees shall immediately contact the site office and request that a member of school site staff be assigned to the work location.

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

Eden Area ROP

By: _____

Date: _____

Contractor

By: _____

Date: _____

**SCOPE OF WORK
CAREER PATHWAY TRUST PARTNERSHIP AGREEMENT
BETWEEN**

**Eden Area Regional Occupational Program and the
San Leandro Chamber of Commerce**

This Scope of Work, dated as of September 15, 2015 (the “Agreement”) is by and between the Eden Area Regional Occupational Program (“EAROP”) and the San Leandro Chamber of Commerce signing below (the “Signing Partner”) as of the date of shown on the signature page.

The main purpose of this grant is for Chambers of Commerce to serve as liaisons to businesses, government, non-profit organizations, and other community organizations in order to link employers and educational institutions with a primary purpose of aggregating and making available work opportunities for students. This work begins with the Chambers existing partners and grows as time and capacity permit.

Funds from this grant are intended to fulfill the goals and outcomes of the Peralta College and Eden Area ROP *California Career Pathways Trust* grants. In these grants, EAROP, the four school districts, and Chabot College have dedicated themselves to developing career pathways for students. Overall goals for these grants are to:

- Increase the number of students with access to career pathways which include standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high-growth jobs in our region,
- Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student’s academic career,
- Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

Chambers will invoice the Eden Area ROP on a quarterly basis each year and provide required documentation on expenses. All expenditures must follow EDGAR, federal, and state guidelines. **Use Appendix D: Invoice Form.**

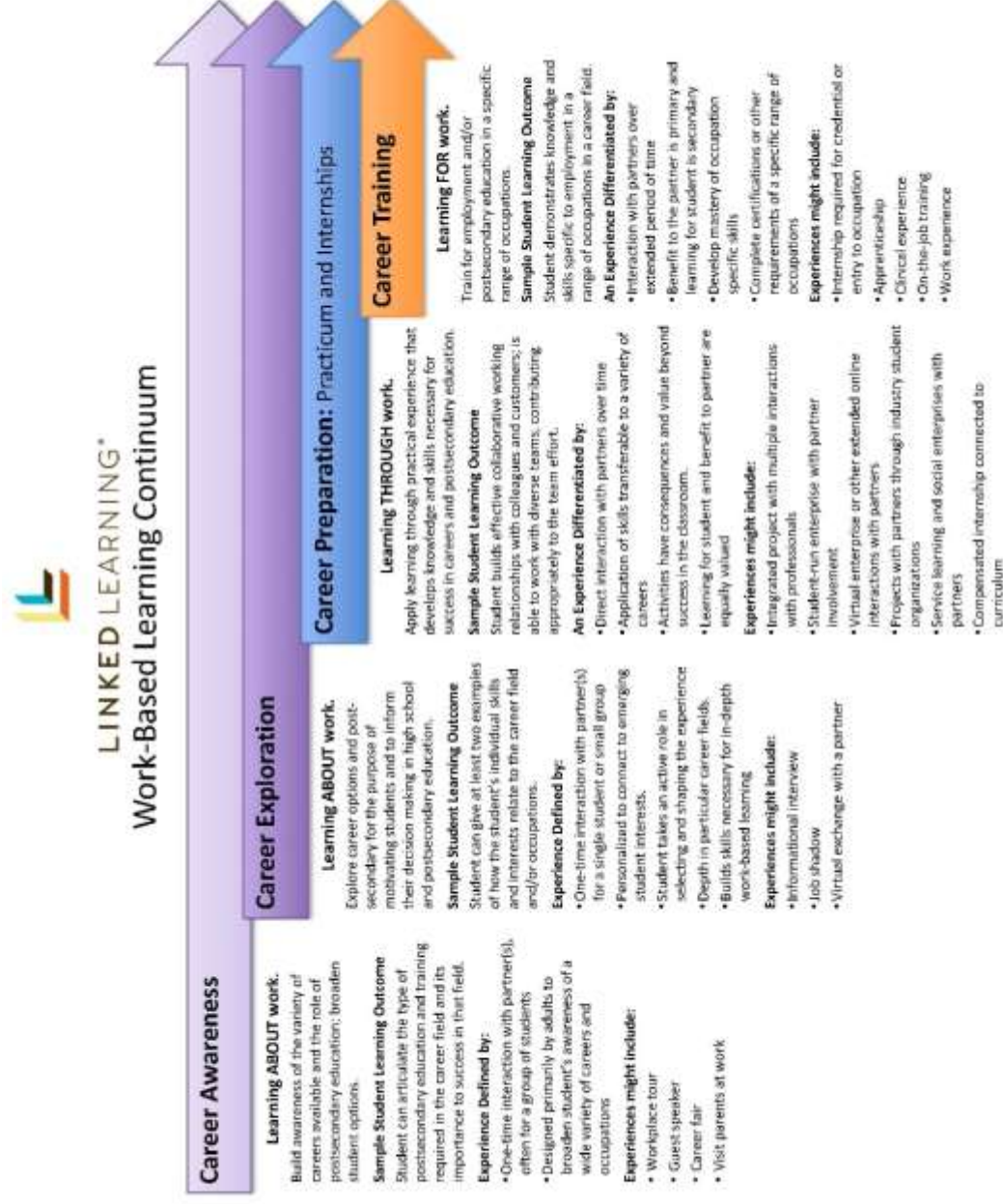
Specific Tasks of this Scope of Work include:

1. Hire an individual whose primary responsibility will be to work in conjunction with the Eden Area Regional Occupation Center (EAROP) and its school district partners and Chabot College to provide access to and involvement of its organization’s members, other community businesses, community-based organizations (CBOs) and government agencies to create work-based learning (WBL) experiences for the EAROP campus and district partners. Staff hired for this grant will not engage in similar additional work outside of their Chamber positions in the Castro Valley, Hayward, San Leandro, and San Lorenzo Unified School Districts without the express written permission of the Eden Area ROP and its district partners.

2. The primary work of this contract involves developing work-based learning (WBL) experiences through building relationships and engaging businesses, government, CBOs and other community partners. Work-Based Learning involves a progression of learning experiences that begin with Career Awareness, Career Exploration, Career Preparation and Career Training. **See Appendix A: Work-Based Learning Continuum**
 - Career Awareness: Students build awareness of the variety of careers available, the role of post-secondary education. Typical activities include:
 - Class Visits/Guest Speakers
 - Field Trips/Workplace Tours
 - Career Fairs
 - Visiting parents at work
 - Career Exploration: Students explore career options and learn about the post-secondary requirements to inform their decision making. Typical activities include:
 - Informational Interviews
 - Mock Job Interviews
 - Job Shadowing
 - Career Preparation: Students apply their learning through practical experiences that develop knowledge and skills necessary for career and post-secondary success: Typical activities include:
 - Student-run enterprises with partner involvement
 - Service-Learning (combining academic work with community service)
 - Student leadership competitions and events
 - Internships
 - Integrated Projects
 - Participation on Advisory Boards
 - Career Training: Students train for employment and/or post-secondary education. Typical activities include:
 - Internships
 - Apprenticeships
 - Clinical Experiences
 - On-the-job training
3. Collaborate and coordinate with district and school-based work-based learning specialists in order to understand school needs, including:
 - School culture and climate
 - Academic needs
 - Pathways goals
 - Student interests
 - Development of work place or “soft” skills
 - Other school related needs

4. Work with WBL partners to ensure that all employer onsite activities provide:
 - Learning experiences that expose students to broad aspects of the work environment
 - Learning experiences that provide for real or simulated tasks or assignments which involve students in developing higher-order critical thinking and problem-solving skills
 - On-site mentoring that provides industry training, social guidance, support, and encouragement.
5. Participate in monthly Work-Based Learning meetings at Eden Area ROP to coordinate activities, reflect upon progress, and explore opportunities to develop WBL projects. Committee members will also include WBL specialists from Eden Area ROP and its partner school districts.
6. Engage businesses in special regional events during the 2015-2016 year, including:
 - a. Recruit chamber members to participate in a district-wide interview seminar including panel discussions and speed mock-interviews where students will undergo multiple interviews in a short period of time.
 - b. Recruit chamber members to participate in an industry-specific Career Pathway Conference that will feature content that aligns with specific career pathways and courses.
7. Obtain permission of Eden Area ROP, Chabot College and its school district partners before incorporating any of their branding tools in Chamber or membership promotional material. Examples of materials include:
 - Video
 - Printed or electronic collateral
 - Social Media
 - Newsletters
8. Reference the partnership with Eden Area ROP, Chabot College and its district partners in any public relations material and events related to WBL activities.
9. Submit to the Eden Area ROP for approval a detailed budget with anticipated staffing and expenses. **See Appendix B: Budget.**
10. Provide regular reports on progress in the organization of WBL activities and outreach to Chamber members. **See Appendix C Reporting**
11. Document employer contacts and WBL experiences into agreed upon database to be shared regionally and with Eden Area partners to ensure grant compliance and develop effective and ongoing relationships with employers.
12. Review and provide feedback to Eden Area ROP and district sites on employer comments received through surveys and observations.

Appendix A: Work-Based Learning Continuum



Appendix B: Budget to be Submitted to the Eden Area ROP

California Career Pathways Trust 2015–16 Grant Budget Page

Chamber Name:		Chamber CEO or Director:	
Chamber CEO or Director email		Phone Number:	
\$70,000 Budget		Fiscal Agent Contact:	
Expenditure Codes	Career Pathway Program (Dollar Value)	Business/ Community Match (Cash or In-Kind)	Budget Item Totals
1000 Management Salaries			
2000 Worker Salaries			
3000 Employee Benefits			
4000 Books and Supplies			
5000 Services and Other Operating Expenditures (other than travel expenditures)			
5200 Travel			
Totals		\$	
		%	

Please indicate the percentage of Sources of Local Match with the total amount of funds requested.

Signature of Chamber Lead

Date

California Career Pathways Trust 2015–16 Budget Narrative

Submit a **Budget Narrative** that explains all expenditures under each category within the budget. Include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application.

Appendix C: Work Report

Week of:	Staff:	Grant Activities

Additional Comments (Great accomplishments, victories, challenges):

Appendix D: Invoice Form

[Institution Logo]

[Institution Name/Address]

INVOICE

TO: Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545
ATTN: Sabrina Ubhoff, EAROP Accounts Payable Technician,
Finance Department
Email: sabrinav@edenrop.org

Invoice No.: _____
Invoice Date: _____
Amount*: \$ _____

For Eden Area Career Pathways Consortium, Fiscal Year: July 1, 2015 through June 30, 2016,
for actual expenditures incurred and delivered in the following quarter:

☐ Q1: October 1 ☐ Q2: January 1 ☐ Q3: April 1 ☐ Q4: Jun. 30

NOTE: PLEASE PROVIDE ITEMIZED COSTS ON PAGE 2 TO SUPPORT INVOICED AMOUNT. THANK YOU!*

Check payable to: _____

Your Contact's Full Name: _____

Contact's Title: _____

Contact's Telephone no.: (____) ____-_____

***Attachments included with this invoice:**

☐ Itemized Costs (pg.2 of Invoice)

☐ Invoice Appendix

☐ Contractor Time & Effort Certification (for each staff member working on project)

☐ Copies of invoices/receipts paid for allowable CPT project expenditures over \$200



Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 1 of 2)

Contractor/Consultant Name: _____

Contractor/Consultant Address: _____

On behalf of the agency/organization/individual named above, I hereby certify that, pursuant to Education Code 45125.1, criminal background checks have been conducted through the California Department of Justice on all employees providing services to the Eden Area ROP, pursuant to the attached contract, dated October 1, 2015.

I also certify that none of the aforementioned employees have been convicted of serious or violent felonies, as defined in Penal Code Sections 1192.7(c) and 667.5(c), respectively. Attached to this Certification is a list of names of employees who may come in contact with students.

I declare under penalty of perjury under the laws of the
State of California that the foregoing is true and correct.

Signature of Contractor/Consultant

Date

Printed Name and Title of Person Signing Certification

Return this completed form to Evan Goldberg, Eden Area ROP

If EAROP has determined that fingerprinting is required: (1) all Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code Section 45125.1; (2) Contractor shall not permit any employee to come in contact with students until Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Contractor shall certify in writing to EAROP that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (4) Contractor shall provide to EAROP a list of names of its employees who may come in contact with students. The Contractor is required to fulfill these requirements at its own expense.

Appendix E: Contractor/Consultant Certification of Department of Justice Clearance

(Page 2 of 2)

Listed below are the names of Contractors/Consultants and its employees and/or representatives who have received clearance from the California Department of Justice to come in contact with students, pursuant to Education Code 45125.1:

Signature of Contractor/Consultant

Printed Name and Title of Person Signing Certification

Date



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the MOU with NFTE for the 2015-2016 School Year

BACKGROUND

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

CURRENT SITUATION

The Eden Area ROP has had a long standing partnership with NFTE. The program has run at Hayward High School, San Leandro High School, and last year we added the floral/event planning program to our partnership. This year we have expanded to include San Lorenzo and Arroyo High Schools as well. The attached MOU will be used for each of the programs that are partnering with NFTE for the 2015-2016 school year.

CONSENT CALENDAR

2015-2016 Memorandum of Understanding

Date: _____

Please review and sign the MOU and return it to:

NFTE Program Office: _____ Email: _____

Address: _____ Fax: _____

Phone: _____

SCHOOL INFORMATION

School Name: _____

Grades Served: _____

School Address: _____

Principal: _____

Email: _____

Phone: _____

of students: _____

% Free & Reduced Lunch: _____

NFTE PROGRAM TENETS

NFTE will provide entrepreneurship education program and services for the following program(s):

- NFTE Owning Your Future Entrepreneurship Program

To support student success, it is essential that NFTE program staff, schools and teachers share the commitment in providing a rigorous, enriching and engaging learning experience. If at any point the quality of the program is impacted by any party not complying with program implementation standards, the NFTE program manager will work actively with the School and CET to rectify the issue. If the quality of the program does not improve, NFTE and the School will revisit whether to continue offering the program.

To ensure the successful implementation, NFTE and School agree as follows:

NFTE PROGRAM COMMITMENT

In compliance with the Agreement, NFTE agrees to:

Site License

- Recognize the school as an official NFTE program site
- Provide students who successfully complete the program opportunities and recognition as NFTE graduates and alumni

High-Quality Professional Development

- Provide training in curriculum, implementation and best practices to ensure teachers are best prepared to fully implement the NFTE program. Provide certification through NFTE University to certify each CET at a cost of \$2000 per teacher
- Provide a minimum _____ hours of ongoing professional development opportunities throughout the school year
- Provide periodic recertification for CETs based on enhancements and/or modifications to the NFTE program

- Access to online NFTE teacher resources (lesson plans, syllabi, supplemental teaching materials)
- Provide ongoing teaching strategies and support from NFTE program staff

Ongoing Program Support

- One-on-one support to assist with school-based NFTE strategy, course sequence, program quality and growth
- Provide on-going technical assistance and program support to include a minimum of _____ program support site sessions with additional sessions provided as needed
- Provide funding for approved program expenses including _____.
- Recruit and coordinate classroom volunteers to serve as guest speakers, business plan advisors and business plan judges

Program Curriculum

- Provide discounted opportunity for school to purchase NFTE textbook, workbook and ancillary materials

Student Experiential Learning

- Opportunity to meet and engage with prominent business and entrepreneur mentors
- Field trip to NFTE partner companies, colleges and universities in the regional area

Student Program, Recognition and Award Funds

- Supplies needed to support the NFTE experiential activities
- Grant of a teacher supply kit or \$100 per teacher to allocate to classroom materials
- Loan of \$_____ per NFTE student to invest in their business through a wholesale experience
- Provide \$_____ in prize money for school-based business plan competitions
- Opportunity to compete in regional and national NFTE competition with a chance to secure seed capital for business idea and recognition at the NFTE annual gala
- Eligibility for NFTE Alumni program, scholarships and internship opportunities (as offered by NFTE partners)

Teacher and School Recognition and Award Funds

- Eligibility for principal and teacher to be selected as NFTE regional *Principal of the Year* and *Teacher of the Year*
- Eligibility for teacher stipend earned based upon the satisfactory completion of the NFTE program as outlined on the NFTE Program Teacher Report
- Eligibility for NFTE Teacher of the Year Award (includes cash prize and trip to NFTE national gala)

SCHOOL PROGRAM COMMITMENT

In order for a NFTE program to receive funding and program support, the site must agree to adhere to all of NFTE's Program Standards:

NFTE Curriculum Experience:

- Provide a class set of NFTE textbook *Entrepreneurship: Owning Your Future* to each NFTE class
- Provide a minimum of 65 hours of NFTE entrepreneurship programming
 - Teach Chapters 1-14 in the *Owning Your Future* textbook
 - Teach NFTE's 5 core experiential activities
 - Complete a class wholesale buying and selling experience
 - Host NFTE guest speakers, business plan coaches, and competition judges
 - All students complete and present a business plan or business proposal individually or in pairs
 - All student register at the NFTE alumni web site (over the age of 14 only)

School Program Implementation:

- Offer NFTE as a _____ stand-alone class or year-long class infused in math, economics, business or other relevant classes
- Collaborate with NFTE Program Staff to thoughtfully select effective teachers who are committed to NFTE, entrepreneurship education and successful completion of the curriculum and meet one or more of the following: 1) Certified to teach entrepreneurship, business/finance or related field; 2) Prior experience working as an entrepreneur or related field in business/finance; 3) At least two years of classroom experience; 4) Experience with managing project-based learning in the classroom.
- Select at least ____ teachers as NFTE instructors
- Commit to a minimum of ____ years of program implementation when possible to ensure instructional quality, consistency and outcomes.
- Provide funding to train each CET at NFTEU
- Provide requested student-level data to NFTE for participants in the NFTE program (to include graduate rates, attendance, test scores and infraction rates)
- Agree to allow NFTE staff to visit the school and NFTE class(es) a minimum of five (5) sessions per course semester or year
- Maintain at least one trained NFTE teacher on staff at school. Provide a substitute teacher for each NFTE teacher to attend all-day professional development seminar once per semester
- Provide an appointed Site Program Administrator to ensure communication between school and NFTE staff
- Meet twice yearly with NFTE staff to review program and plan
- Seek pre-approval from NFTE for all press releases and grant reports that mention NFTE. Coordinate with parents on the signing of NFTE Media Release forms for ALL students participating in NFTE events.
- Allow for NFTE branding (name and logo) opportunities within school, at NFTE events and on school website
- Inform NFTE immediately of changes to NFTE classes at its site including staff changes, reduction in student enrollment/participation and discontinuation of NFTE program
- Provide NFTE with an annual closeout report

Teacher Program Implementation:

- Commit to and sign the NFTE Teacher Stipend Agreement
- Adhere to NFTE requirements for financial accountability. 1) Return any unused NFTE funds along with supporting documentation provided to the teacher, 2) Provide receipts for funds spent within 15 business days of the program end date; 3) Provide documentation of all funds distributed to students through signed grant forms and monetary release forms.

TEACHER AND COURSE INFORMATION

Names of teachers and courses for your next school year:

Teacher Name	Course Title	Duration (circle one)	Number of Hours to be dedicated to NFTE (minimum is 60)
		Semester Full Year Other: _____	
		Semester Full Year Other: _____	

Estimated Enrollment:

Additional comments or questions:

PROGRAM COSTS

Program Cost	
NFTE Licensing <i>including</i>	\$11,000.00 Per classroom value
• Student Experiential Learning Opportunities	
○ Classroom set of supplemental books (25) <i>Entrepreneurs in Profile</i> or <i>Teen Business Blasts Off!</i>	
○ Student Seed Capital/Wholesale Grant \$ _____ per student	
○ Class toolkit of experiential learning activity materials	
• Student Recognition and School Business Plan Competition	
• Teacher Support/Technical Assistance	
○ A minimum of () school based program support visits per semester	
• Ongoing Teacher Professional Development	
• Teacher & School Recognition	

Professional Development and Textbook Costs	
<i>Items</i>	<i>Price</i>
• <i>Entrepreneurship 11th Ed., Owning Your Future</i> Textbook. Price includes shipping cost	\$60.00
• NFTE University (4 Day Training)	\$2000.00

Districts/schools are asked to commit to the costs for the NFTE University professional development, the textbook, as well as contribution to the classroom costs.

SIGNATURES

The application must be signed by the school Principal, the appointed Site Program Administrator, and all teachers who will participate in the NFTE program. Please discuss and review program requirements with participating staff and ask them to sign below to indicate agreement.

Title	Print Name	Signature	Email
Site Program Administrator			
Principal			
Teacher			
Teacher			
NFTE Staff			

NFTE recognizes that a partnership is about shared accountability for delivering the maximum benefits of the NFTE program. The partnership is a commitment between NFTE, the teacher, and the school.



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Contract with John Peters for the First Responders Program

BACKGROUND

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

CURRENT SITUATION

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

Fiscal Impact: Consultant will be paid \$45/hour not to exceed 637 hours or \$28,687.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2015-2016 school year

BETWEEN

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

OF THE FIRST PART

-AND-

John Peters
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

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

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

Services Provided

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

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until June 30, 2016, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

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

Compensation

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

Additional Compensation

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

Reimbursement of Expenses

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

Confidentiality

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

Non-Competition

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

Ownership of Materials

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

Return of Property

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

Assignment

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

Capacity/Independent Contractor

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

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

Modification of Agreement

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

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Eden Area ROP
26316 Hesperian Blvd., Hayward, California, 94545
Fax Number: 510-293-8325
- b. John Peters
2576 Early Rivers Ct., Union City, California, 94587

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

Costs and Legal Expenses

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

Time of the Essence

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

Entire Agreement

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

Limitation of Liability

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

Indemnification

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

Enurement

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

Currency

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

Titles/Headings

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

Gender

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

Governing Law

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

Severability

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

Waiver

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

Additional Provisions

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

SIGNED AND DELIVERED
in the presence of

John Peters

Date

Linda Granger, Superintendent
Eden Area ROP

Date

Information Items



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: CDE Course Review – Medical Careers and Sports Medicine

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: Medical Careers and Sports Medicine, the statistics provided are derived from the 2014-2015 C101 follow-up study completed June 2015. The course review data included:

⇒ Updated Course Outline –

- to include course title, CBEDs title, CBEDs number, job title(s), course description, total course hours, prerequisites, date written/revised, articulation, academic credit, instructional strategies, instructional materials, industry-based certification attained or other related certification.

⇒ Local and State Labor Market Information

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:		Arroyo High School	
PROGRAM:		Sports Medicine		INSTRUCTOR:		Kris Bernard	
Course Name		Enrollment as of 14/15 Year to Date		Enrollment as of 13/14 Year to Date		Enrollment as of 12/13 Year to Date	
Sports Medicine		18		32		30	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 							
Text Book: Fundamentals of Athletic Training				Author: Cartwright		Edition: N/A	
Text Book: Essentials of Anatomy Physiology				Author: Seely		Edition: N/A	
NO.	YES	NO					
1.	<input checked="" type="checkbox"/>		ENROLLMENT – Course meets current or future labor market news.				
			CLASS SCHEDULE: Block		SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:
			Varies		1	55. to 90 mins.	25+
2.	<input checked="" type="checkbox"/>		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.				
3.	<input checked="" type="checkbox"/>		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	<input checked="" type="checkbox"/>		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	<input checked="" type="checkbox"/>		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	<input checked="" type="checkbox"/>		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance. Comments:				
7.	<input checked="" type="checkbox"/>		LABOR MARKET NEEDS – Course meets current or future labor market needs.				
8.	<input checked="" type="checkbox"/>		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	<input checked="" type="checkbox"/>		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	<input checked="" type="checkbox"/>		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	<input checked="" type="checkbox"/>		FACILITIES AND EQUIPMENT ACCOMMODATION <input checked="" type="checkbox"/> District will provide a facility which adequately accommodates the program. <input type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
OTHER CONSIDERATIONS:							
<input checked="" type="checkbox"/> A-G Credit for UC – “G”				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation - Ohlone				<input checked="" type="checkbox"/> Strong Business or Industry Partnership -			
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -			
COMPLIANCE CATEGORIES							
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> R – Reduce Program: Downsizing program.	
						<input type="checkbox"/> S/T - Suspend/ Terminate program.	

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:		Medical Careers		INSTRUCTOR:		Heather Bystrom, Bonny Butchy	
Course Name		Enrollment as of 14/15 Year to Date	Enrollment as of 13/14 Year to Date	Enrollment as of 12/13 Year to Date			
Medical Careers		107	166	136			
Comments: • Required enrollment: Class enrollment maintained to sustain agreed master schedule for offsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO • Retention rate (Active Enrollment divided by Year-to-date Enrollment):							
Text Book: Medical Assisting: Administrative and Clinical Procedures with Anatomy Physiology Author: Cenage Edition: 6th							
NO.	YES	NO					
1.	x		ENROLLMENT – Course meets current or future labor market news.				
			CLASS SCHEDULE: Block	SECTIONS PER YEAR:	MINS PER SECTION:	EXPECTED MINIMUM STUDENTS PER SECTION:	
			Varies	1	55. to 90 mins.	25+	
2.	x		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.				
3.	x		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.				
4.	x		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.				
5.	x		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.				
6.	x		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at ROP <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by ROP personnel. Instructor MUST attend next advisory for program to meet compliance. Comments:				
7.	x		LABOR MARKET NEEDS – Course meets current or future labor market needs.				
8.	x		WORK BASED LEARNING – Course incorporates work based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)				
9.	x		COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)				
10.	x		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.				
11.	x		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.				
OTHER CONSIDERATIONS:							
<input checked="" type="checkbox"/> A-G Credit for UC – “G”				<input type="checkbox"/> State and National Licensing or Certification			
<input checked="" type="checkbox"/> Community College Articulation - Chabot				<input checked="" type="checkbox"/> Strong Business or Industry Partnership -			
<input type="checkbox"/> Dual Enrollment				<input type="checkbox"/> Emerging Technologies -			
COMPLIANCE CATEGORIES							
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.		<input type="checkbox"/> R – Reduce Program: Downsizing program.	
						<input type="checkbox"/> S/T - Suspend/ Terminate program.	



DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Back to School Night

BACKGROUND INFORMATION

Eden Area ROP has held an annual Back to School night for parents, family and friends to explore our programs at the Hayward Center Campus. Teachers have students demonstrate and explain what they are learning in their program.

CURRENT SITUATION

Back to School night was held on September 23, 2015.

RECOMMENDATION

Information only



DATE: October 1, 2015
TO: Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sheila Lawrence, Assistant Director
SUBJECT: Principals' Breakfast

BACKGROUND

It is the goal of the Eden Area Regional Occupational Program to continue to develop and implement career technical education course offerings and career pathways that encourage all students to enroll and stay enrolled in a rigorous course of study.

ROP administrators, faculty and staff work with students, parents, counselors, district and school site administrators to expand and improve practices and processes that will further build our partnership, as well as, build courses of study to meet career, academic and employability standards and competencies.

CURRENT SITUATION

On an ongoing basis, school site and ROP administrators meet to discuss goals, challenges, and strategies for student success. On September 24, 2015 high school principals from the 12 high schools were invited to meet, share and discuss college and career readiness.

RECOMMENDATION

Information only

Board Study Session





DATE: October 1, 2015
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Contract Authority Limit

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.

BOARD STUDY SESSION