

# **GOVERNING BOARD MEETING AGENDA**

Thursday, May 2, 2019 5:45 pm

<mark>Location:</mark> 26316 Hesperian Blvd Hayward, CA 94545

Website: www.edenrop.org

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



# **Governing Board Members**

Peter Oshinski, President Marilyn Stewart, Vice President Jo A.S. Loss, Member Dr. Robert Carlson, Member San Leandro Unified School District San Lorenzo Unified School District Castro Valley Unified School District Hayward Unified School District

### **Mission Statement**

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



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

Date: Thursday, May 2, 2019

Time: 5:45 p.m.

#### **AGENDA**

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

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

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

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

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

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

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 7, 2019 (pages 4-9)
- B. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of April 4, 2019 (pages 10-11)

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- C. Request the Governing Board to approve the Bill Warrants (pages 12-24)
- D. Request the Governing Board to approve the Personnel Action Items (pages 25-26)
- E. Request the Governing Board to approve the Listed Donations- Deborah Maynard (page 27)
- F. Request the Governing Board to approve the Listed Donations- Janice Wexner (page 28)
- G. Request the Governing Board to approve the Listed Donations- Richard Espinoza (page 29)
- H. Request the Governing Board to approve the Listed Donations-R/GA Media Group, Inc (page 30)
- I. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 31-32)
- J. Request the Governing Board to approve the Receipt of the Workability I Program Funds (pages 33-34)
- K. Request the Governing Board to approve the Advisory Committee Members (pages 35-56)
- L. Request the Governing Board to approve the Disposal of Obsolete or Surplus Items (pages 57-58)
- M. Request the Governing Board to approve the Agreement with the California School Boards Association (CSBA) for a Policy Development Workshop for the 2018-2019 School Year (pages 59-64)
- N. Request the Governing Board to approve the Agreement with Bay Point Control, Inc. DBA Marina Mechanical for HVAC Replacement for the 2018-2019 and 2019-2020 School Years (pages 65-72)
- O. Request the Governing Board to approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2019-2020 School Year (pages 73-75)
- P. Request the Governing Board to approve the Agreement with Flagship Facility Services Inc. for Janitorial Services for the 2019-2020 School Year (pages 76-83)
- Q. Request the Governing Board to approve the Agreement with John Peters for Consulting for the First Responders Program for the 2019-2020 School Year (pages 84-90)

#### VII. Action Items

- A. Request the Governing Board to approve the Adoption of Resolution 8-18/19: Day of the Teacher (pages 91-92)
- B. Request the Governing Board to approve the Adoption of Resolution 9-18/19: Classified Employees' Week (page 93-94)
- C. Request the Governing Board to approve the Adoption of Resolution 10-18/19: Temporary Borrowing Between Funds (pages 95-96)

#### Page 3 – Agenda for the May 2, 2019 Regular Meeting of the ROP Governing Board

- D. Request the Governing Board to approve the Adoption of Resolution 11-18/19: Year End Budget Transfers of Funds (pages 97-98)
- E. Request the Governing Board to approve the Adoption of Resolution 12-18/19: Authority to Sign Contracts for the 2019-2020 Fiscal Year (pages 99-100)
- F. Request the Governing Board to approve the Adoption of Resolution 13-18/19: Delegation of Powers to Agents for the 2019-2020 Fiscal Year (pages 101-102)

#### VIII. Superintendent's Report

#### IX. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

#### X. Recess to Closed Session

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

#### XI. Reconvene to Open Session and Report Action Taken in Closed Session

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

#### XII. Adjournment

# Consent Calendar





# Minutes of the Regular Meeting of the ROP Governing Board March 7, 2019

#### I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:46 p.m. on Thursday, March 7, 2019 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

#### II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

#### Eden Area ROP Governing Board Present:

Peter Oshinski, President
Marilyn Stewart, Vice President
Dr. Robert Carlson, Member
Jo A.S. Loss, Member
San Leandro USD
San Lorenzo USD
Hayward USD
Castro Valley USD

Superintendent: Linda Granger-present

#### **ROP Administrators in Attendance:**

Craig Lang Director of Adult Programs
Bernie Phelan Director of Educational Services

Lauren Kelly Assistant Director of Educational Services

Marites Fermin Business Manager Evan Goldberg Grant Coordinator

#### **ROP Staff in Attendance:**

Christina Charlton Marketing Program Instructor

Laura Jagroop Entrepreneurship/Computer Applications Instructor

Gabriela Juarez Superintendent's Executive Assistant
Deborah Maynard Teacher on Special Assignment
Culinary Science Program Instructor

Lameisha SherriGraphics Program InstructorRomy Shivers-AdeyemiMarketing Program InstructorMichelle StephensMarketing Program Instructor

#### Others Present:

Students of the month and their families

Jim Bombaci School Sites Solutions

#### III. Pledge of Allegiance

Erin Alvarez led the Pledge of Allegiance.

#### IV. Mission Statement

Shawn Reyes read the Eden Area ROP mission statement.

#### V. Approval of Agenda

Trustee Robert Carlson moved to approve the agenda. Trustee Marilyn Stewart seconded the motion. By the following vote, the agenda was approved.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0
ABSTAIN: 0
ABSENT: 0

#### VI. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for March 2019:

Erin Alvarez Mt. Eden High Graphics

Jasmine MorfinCastro Valley HighBusiness EconomicsJuliann Kalama BodmerSan Leandro HighMarketing EconomicsShawn ReyesTennyson HighComputer ApplicationsBenita NgArroyo HighBusiness Economics

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

#### VII. Consent Calendar

Trustee Jo A.S. Loss moved to approve the Consent Calendar items as written.

- A. Approve the Minutes of the Regular Governing Board Meeting of February 7, 2019
- B. Approve the Bill Warrants
- C. Approve the Listed Donations-Sally Sanchez
- D. Approve the Listed Donations-Well Made Tools
- E. Approve the Statement of Facts Roster of Public Agencies Filing
- F. Approve the California ProStart Cup Overnight Field Trip for the 2018-2019 School Year
- G. Approve the Lease Agreement with Pitney Bowes for Postal Meter Rental and Postal Services for the 2018-2023 School Years

Trustee Robert Carlson seconded the motion.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0
ABSTAIN: 0
ABSENT: 0

#### VIII. Information Items

#### A. ROP Pathway Review-Food Service and Hospitality

Bernie Phelan, Director of Educational Services, introduced the pathway review. There are three pathways under the Hospitality, Tourism and Recreation sector. Of the three pathways, the Eden Area ROP offers the Food Service and Hospitality pathway. Last year, this pathway served 265 students at the Eden Area ROP Center, Castro Valley and Tennyson High Schools. Mr. Phelan highlighted that Culinary Science is our capstone program in the pathway. Culinary Science is a-g approved and has an articulation with community colleges. He introduced instructor Terri Penn, to review information about the program she offers in this pathway.

Ms. Penn reported that her program is a two year-long course that is designed to inspire students to explore the exciting world of culinary arts including restaurants, hotels, cruise ships, airlines and big companies like Apple and Google. Students learn about career opportunities and the fundamentals of food preparation and presentation. Students also learn kitchen safety and sanitation and are Serv Safe certified. They also are taught nutrition, menu development, event planning, customer service and entrepreneurship. Ms. Penn was excited to report that for the first time students will be participating in CRAF's ProStart Cup competition where winners are awarded substantial scholarships. Looking to the future, Ms. Penn would like to work with local businesses to secure paid internships for her students.

#### B. DECA Northern California Conference

Mr. Bernie Phelan, Director of Educational Services, updated the Governing Board on the DECA competition. The DECA Northern California Conference was held January 18-20, 2019 at the San Ramon Marriott. One hundred nine students participated from Arroyo, San Leandro and Castro Valley High Schools. Arroyo had 42 students participate and 8 students placed in top 10. Eleven students participated from San Leandro and 5 placed in top ten. Castro Valley had 56 participants and 42 placed in the top 10.

#### C. Adult Programs Update

Craig Lang, Director of Adult Programs, gave an update on Adult Programs. He began by sharing the courses we are currently offering which are Accelerated Electrical, Clinical Medical Assisting, Dental Assisting, Direct Support Provider (DSP), Electrical (continuing education courses), Registered Dental Assistant and Welding (MIG and TIG). There were 569 unduplicated students and 829 duplicated students.

For apprenticeship programs to be eligible to receive funding from the state for Related Supplemental Instruction (RSI) hours, they have to partner with a Local Education Agency (LEA). As an LEA, the ROP provides educational support and training for teachers, reviews curriculum, observes teachers, attends apprenticeship meetings, and monitors Related Supplemental Instruction (RSI) hours. The ROP has a longstanding partnership with the Associated Builders and Contractors, Northern California Chapter (ABC) for 47,000 RSI hours and has started a new partnership with Northern California Elevator Industry Joint Apprenticeship and Training Committee for 16,261 RSI hours.

Mr. Lang also stated that although the Eden Area ROP does not offer financial aid to adult students, there are some opportunities for students to earn scholarships or financial support

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via Koshland Fellows Scholarship, HPN Scholarship, Department of Rehabilitation or EDD/Unemployment.

He also discussed employment opportunities that students were able to secure upon course completion. He mentioned businesses that hired students such as TESLA, Helix, Hayward Electric, Nelson Electric, Gott Watts, Kaiser, Sutter Health, St. Rose, Tiburcio Vasquez Health Center, ConXtech, Gillig, Inland, SF Tube and several dentist offices.

Mr. Lang reviewed areas he would like to improve such as refining the new student information system (STARS) and school webmaster website to allow program enrollment, instructor and student communication, grading and billing. As a partner he attends HPN (Hayward Promise Neighborhood) and C2CERN (Cradle to Career Education Reform Network) meetings and events to promote adult and high school programs. He would also like to create more promotional pieces to inform adults of programs and certifications that can lead to employment and promoting programs for students just graduating high school to adults looking for a career change.

Looking to the future, he would like to expand the Medical program to offer an externship, create several standalone classes for dental, create an intro to Auto Collision and enrichment courses for HPN.

#### D. New Grant Applications

Evan Goldberg, Grant Coordinator, reported on the new grant opportunities for the Eden Area ROP. He began by reviewing the grants in which we are currently applying. The ROP is negotiating a contract with the Alameda County Workforce Development Board for the WIOA grant to serve economically deprived youth for \$114,000. We have an LOI with the Kaiser Foundation to provide stipends for youth for summer internships. The Auto Collison Repair Education Foundation has awarded the ROP with \$10,000. Lastly, ROP has received a \$500 grant from ACSA Region 6 for a business recognition program.

Superintendent Linda Granger reviewed the two statewide career technical education grants in which the ROP has submitted applications. The first one is the CTE Incentive Grant (CTEIG). The grant provides \$150 million ongoing funding, which is important to note because most other grants have been one time money. The California Department of Education (CDE) administers this grant and the goal is to maintain and improve CTE programs. The funds have to be spent on CTE credentialed programs and it is a \$2 to \$1 annual match requirement with a 3-year maintenance of effort. The central focus for accountability is meeting or progressing towards meeting the 11 elements of a high quality CTE program.

Superintendent Granger then reviewed the Strong Workforce Program grant that is due March 15. This grant also offers \$150 million ongoing funding statewide. This grant is administered by the Chancellor's office and the funds are allocated throughout eight community college regions. The allocation for each region is based on three factors. The three factors are ADA, unemployment rates and job openings in the region. The Eden Area ROP falls into the Bay Area region that is from Napa to Monterey and \$29 million is allocated to that region. It is a competitive grant which requires the funds be spent in 30 months. It is a \$1 to \$1 match for ROPs and \$2 to \$1 for other LEAs. You must have a community college partner to apply, you must align to the community college region strong workforce plan and input student data in CalPASS Plus.

#### IX. Action Items

A. Request the Governing Board to approve the Bid with State Roofing Systems, Inc. and Garland Company, Inc for the Roofing Replacement for the 2018-2019 and 2019-2020 School Years

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Jo A.S. Loss, the Governing Board approved the bid with State Roofing Systems, Inc. and Garland Company, Inc for the roofing replacement for the 2018-2019 and 2019-2020 school years.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0 ABSENT: 0

B. Request the Governing Board to approve the 2018-2019 Second Interim Budget Report

Upon review of and a motion by Trustee Jo A.S. Loss and a second by Trustee Marilyn Stewart, the Governing Board approved the 2018-2019 second interim budget report.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0 ABSENT: 0

C. Request the Governing Board to approve the adoption of Resolution 5-18/19: Signature Card-Board Members, Resolution 6-18/19: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 7-18/19: Signature Card-Authorized Agents: Official Documents and Reports

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption Resolution 5-18/19: Signature Card-Board Members, Resolution 6-18/19: Signature Card-Authorized Agents: Payroll Warrants and Disbursements, Resolution 7-18/19: Signature Card-Authorized Agents: Official Documents and Reports.

AYES: 4 (Carlson, Loss, Oshinski, Stewart)

NOES: 0 ABSTAIN: 0 ABSENT: 0

#### X. Superintendent's Report

Linda Granger wanted to highlight that this is the time of year that she is scheduled to present at each districts' board meeting to discuss CTE programs. She has presented to Hayward and Castro Valley. She was excited to report one change to the presentation this year has been to present in partnership with the point person at each district that supports CTE.

#### XI. **Recess to Closed Session**

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

#### Α. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/ Release/Hiring

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

The meeting resumed to open session at 7:48 p.m.

#### Α. Personnel (Government Code Section 54957) Public Employee Discipline/Dismissal/ Release/Hiring

No action was taken in closed session.

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

#### A. **Public**

None

#### **Governing Board Reports** В.

Jo A.S. Loss, Castro Valley USD representative, wanted to thank Linda for her presentation at the CVUSD board meeting.

Peter Oshinski, San Leandro USD representative, welcomed Jo A.S. Loss to the ROP Governing Board.

#### XIV. **Adjournment**

Upon a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board adjourned the meeting at 7:49 p.m.

AYES:	4 (Carlson, Loss, Oshi	inski, Stewart)	
NOES:	0		
ABSTAIN:	0		
ABSENT:	0		
Approved by	the Eden Area ROP Gove	erning Board _	 
•	er, Superintendent ROP Governing Board		



# Minutes of the Regular Meeting of the ROP Governing Board April 4, 2019

#### I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:45 p.m. on Thursday, April 4, 2019 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

#### II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

#### Eden Area ROP Governing Board Present:

Peter Oshinski, President San Leandro USD Jo A.S. Loss, Member Castro Valley USD

#### **Eden Area ROP Governing Board Absent:**

Marilyn Stewart, Vice President San Lorenzo USD Dr. Robert Carlson, Member Hayward USD

Superintendent: Linda Granger-present

#### ROP Administrators in Attendance:

Craig Lang Director of Adult Programs

Lauren Kelly Assistant Director of Educational Services

Marites Fermin Business Manager Evan Goldberg Grant Coordinator

#### ROP Staff in Attendance:

Bill Deslaurier Construction Technology Program Instructor

David Espinoza
Auto Technology Program Instructor
Cheryl Grixti
Merchandising Program Instructor
Gabriela Juarez
Superintendent's Executive Assistant
Deborah Maynard
Teacher on Special Assignment
Kathrina Miranda
Entrepreneurship Program Instructor
Michael O'Connell
Criminal Justice Program Instructor

#### Others Present:

Students of the month and their families

#### III. Pledge of Allegiance

Alvaro Prieto led the Pledge of Allegiance.

#### IV. Mission Statement

Keawe Moe read the Eden Area ROP mission statement.

# V. Approval of Agenda

The required quorum wasn't present therefore no action was considered or taken. However, the Board Members in attendance announced the Students of the Month, received information presentations, recessed to closed session at 6:10 pm, reconvened to open session at 6:25 with nothing to report and adjourned the meeting.

# VI. Adjournment

The meeting was adjourned at 6:25 p.	m.
Approved by the Eden Area ROP Gove	rning Board
Linda Granger, Superintendent Clerk to the ROP Governing Board	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Sabrina Ubhoff, Accounting Technician

**SUBJECT:** Request the Governing Board to approve the Bill Warrants

# **CURRENT SITUATION**

The bill warrants submitted for approval are for the period of February 25, 2019 through April 3, 2019 and include test warrant numbers and voided warrants.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Mercedes Henderson, Personnel Coordinator

**SUBJECT:** Request the Governing Board to approve the Personnel

**Action Items** 

# **CURRENT SITUATION**

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Listed

**Donations-Deborah Maynard** 

# **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the ROP.

On March 18, 2019, Deborah Maynard donated a 2003 Saturn L300 4 door (Vin#:1G8JW54R83Y540737) for use in the Automotive Technology program.

A letter of acceptance will be sent to the donor.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Listed

**Donations-Janice Wexner** 

# **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the ROP.

On March 20, 2019, Janice Wexner donated a 1997 Honda Civic LX (VIN#: 2HGEJ6571VH510549) for use in the Automotive Technology program.

A letter of acceptance will be sent to the donor.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Lauren Kelly, Assistant Director of Educational Services
SUBJECT: Request the Governing Board to approve the Listed

**Donations-Richard Espinoza** 

# **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the ROP.

Mr. Richard Espinoza donated a 2005 Nissan (VIN#: 3N1CB51D75L537810) for use in the Automotive Technology program.

A letter of acceptance will be sent to the donor.

# **@**EdenAreaROP

DATE: May 2, 2019

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Listed

Donations-R/GA Media Group, Inc.

# **CURRENT SITUATION**

Occasionally, gifts or monetary items are donated to the Eden Area ROP. R/GA Media Group, Inc. donated 18 monitors (27" Samsung and HP) to the Eden Area ROP.

A letter of acceptance will be sent to the donor.



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

**SUBJECT:** Request the Governing Board to approve the Quarterly

**Report on Williams Act Complaints and Resolutions** 

#### **BACKGROUND**

Education Code 35186 (d) requires the following:

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

#### **CURRENT SITUATION**

Attached is a report of the complaints and resolutions through April 1, 2019 as specified by Education Code 35186 (d).



26316 Hesperian Blvd., Hayward, CA 94545 · (510) 293-2971·fax (510) 293-8225

# **Quarterly Report on Williams Act Complaints**

[Education Code 35186 (d)]

Report	through: <u>April 1, 2019</u>	
Distr	ict:	Eden Area Regional Occupational Program
Perso	on completing this form:	Gabriela Juarez
Title	:	Executive Assistant to the Superintendent
	terly Report Submission (check : <u>April 1, 2019</u>	one)→ ☐ January 2019 ☐ April 2019 ☐ July 2019 ☐ October 2019
Date fo	or information to be reported pu	ublicly at the Governing Board meeting: May 2, 2019
Please	check the box that applies:	
	No complaints were filed with quarter indicated above.	any school in the district during the
	-	ools in the district during the quarter g chart summarizes the nature and .

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

5 1 10 1					
Publicly reported	at the Gove	erning Board	meeting on:	May 2.	2019

Linda G	Granger.	Superint	endent	



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Receipt of the

**Workability I Program Funds** 

### **BACKGROUND**

The California Department of Education has approved the Eden Area ROP's reapplication to the Workability I Program for the 2018-2019 school year. The money from this grant directly pays the salary, benefits and operating costs associated with the Community Access Training for Transition (CATT) Program and the Merchandising Occupations Program. These programs find employment and provide training for special education students to enter the workforce.

# **CURRENT SITUATION**

This year the Eden Area ROP re-applied in a competitive process and has been recommended by the CDE to receive funding in the amount of \$82,440.

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

**Grant Award Notification** 

Signature

<b>GRANTEE I</b>	NAME AND ADDRE	SS			CDE G	RANT NUMBE	R
Eden Area Regional Occupational Program 26316 Hesperian Boulevard			FY	PCA	Vendor Number	Suffix	
Hayward, C	A 94545		74	18	2301	1 74013	WO
<b>Attention</b> Linda Grand	er, Superintendent		1		DARDIZE ODE STR	D ACCOUNT UCTURE	COUNTY
Program Of WorkAbility	fice	· 1	- 6		ource ode	Revenue Object Code	01
<b>Telephone</b> 510-293-2900			6520		8590	INDEX	
	ant Program orkAbility I Program						0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Tota	l	Amend. No.	Award Starting Date	Award Ending Date
	\$82,440		\$82,44	40		7/01/2018	6/30/2019
CFDA Number	Federal Grant Number	Federal Grant Name Federal			Agency		

I am pleased to inform you that you have been funded for the WorkAbility I Program.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Penny Cobb, Associate Governmental Program Analyst
Teaching and Learning Support Branch
Special Education Division, Programs and Partnerships Unit
California Department of Education
1430 N Street, Room 2401
Sacramento, CA 95814-5901

Sacramento, CA 9581	4-5901	-
California Department of Education Contact	Job Title	×
Nicolas Wavrin	<b>Education Prog</b>	rams Consultant
Email Address		Telephone
NWavrin@cde.ca.gov		916-327-3932
Signature of the State Superintendent of Public Instruction	or Designee	Date
2 Shunned		March 27, 2019
CERTIFICATION OF ACCEPTANCE OF	<b>GRANT REQUIR</b>	REMENTS
On behalf of the grantee named above, I accept this grant av	ward. I have read	I the applicable certifications,
assurances, terms, and conditions identified on the grant applic	cation (for grants	with an application process) or
in this document or both; and I agree to comply with all	requirements as	a condition of funding.
Printed Name of Authorized Agent	Title	
Email Address	-	Telephone

Date



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Bernie Phelan, Director of Educational Services

SUBJECT: Request the Governing Board to approve the Advisory

**Committee Members** 

#### **BACKGROUND**

In accordance with the 11 Elements of High Quality Career Technical Education, Advisory Committees are established to provide advice and support for all career technical education programs. Business, labor and industry partners provide expertise and advice to Eden Area ROP and school district CTE staff in understanding the current labor market, updating course descriptions to changing industry standards, and deciding upon the acquisition of up-to-date textbooks and classroom materials. The Eden Area ROP coordinates 20 separate Advisories for our classes and our JPA districts, according to CDE designated industry sectors and pathways. Our coordinated Advisories foster collaboration among similar CTE programs and leverage the time of business partners to assist more than one program at a time.

### **CURRENT SITUATION**

In accordance with the Carl D. Perkins Act, the Governing Board appoints Advisory Committee members every year. Attached are lists of recommended Advisory Committee members. Business, labor and industry have signed a letter of commitment to this year's Advisories. Parent and student members, per Perkins Act requirements, are also included.

Program	Location
Auto Refinishing	Center
Auto Technology	Center, Castro Valley & San Leandro High Schools
Biotechnology	Castro Valley & Tennyson High Schools
Careers in Education/Child	Center & Arroyo High School
Development	
Construction Technology/Industrial	Center, Hayward & San Leandro High Schools
Technology	
Criminal Justice & Forensic Science	Center & San Lorenzo High School
Culinary Science, Food & Nutrition	Center & Castro Valley High School



Cyber Security	Center, Castro Valley & Arroyo High Schools
Dental Assisting	Center
Engineering	Castro Valley High School
Entrepreneurship, Business Programs	Hayward, Mt. Eden & Tennyson High Schools
First Responder	Center
	Center, Tennyson, Mt. Eden, San Lorenzo, Castro
Graphics	Valley & San Leandro High Schools
Marketing Programs	Arroyo, Castro Valley & San Leandro High Schools
Medical Careers	Center & Royal Sunset High School
	Castro Valley, Hayward, Mt. Eden, Arroyo, & San
Photography/Advanced Photography	Lorenzo High Schools
Sports Medicine	Mt. Eden, Hayward & Arroyo High Schools
Theater	Hayward & Eastbay Arts/Royal Sunset High Schools
Video Production	San Leandro & San Lorenzo High Schools
Welding Technology	Center, Brenkwitz & San Leandro High Schools



**Sector:** <u>Transportation</u>

Pathway: Structural Repair & Refinishing (220)

**Instructor:** Daniel Pareja (ROP)

# **Advisory Members**

Name	Company
Edgar Juarez	Cook-Abra Auto
Michael McKinney	McKinney Collison
Ben Shell	PPG



**Sector:** Transportation

Pathway: System Diagnostics, Service, and Repair (221)

Instructor: David Espinoza (ROP), Jose Sanchez (ROP), Darren Rees (CV),

Andy Shyers (SLE)

### **Advisory Members**

Name	Company
Israel Lopez	BART, Transit Vehicle Mechanic
Jim Baum	Chabot College Mechanics Instructor
Nick Grucza	BART, Transit Vehicle Mechanic
Mace Gjerman	Peterson CAT
Eric Aguado	World PAC
Dino Fry	Putnam Cadillac
Manuel Pereira	Putnam Cadillac
Vicente Padilla	Fremont Mercedes

Parent Representative: Norma Hernandez

Student Representative: Justin Hernandez



**Sector:** Health Science and Medical Technology

Pathway: Biotechnology (196)

Instructor: Laura O'Brien (CV), Karen Kelly (TEN)

# **Advisory Members**

Name	Company
Gary Howard	Gladstone Institute
Matthew Kaser	Bell & Associates
Gordon Janaway	Roche

Parent Representative: Ian Fisher

Student Representative: Alicia Fisher

Parent Representative: <u>Dainela DeSousa</u>

Student Representative: Catherine DeSousa



**Sector:** Education, Child Development and Family Services

Pathway: Education (132),

Instructor: Dr. Erika Emery (ROP), Brian Fredin (ARR)

**Advisory Members** 

Name	Company
Deidra Daniels	Lots of Love Childcare Center
Denise Williams-West	Jefferson Elementary
Ajei Oveliencia	Lots of Love Childcare Center

Parent Representative: Monica Avila

Student Representative: Claire Ramos



**Sector:** Building & Construction and Trades

Pathway: Residential & Commercial Construction (123),

Cabinetry, Millwork & Woodworking (120)

Instructor: Bill Deslaurier (ROP), Hunter Lower (HAY), Michael Raytis (SLE)

#### **Advisory Members**

Name	Company
Chris Floethe	Construction Craft Training
Jack Wilding	Local Carpenters 713
Ken Hugen	RDO Vermeer Equipment
Mike Christian	Red Point Builders
Phil Johnson	ACCO Engineered Systems
Nicolas Harvey	Bay Area Redwood
John Rogers	John Rogers Construction

Parent Representative: Taylor Christel

Student Representative: Daniel Christel



**Sector:** Public Services

Pathway: Public Safety (232)

**Instructor:** Lance Bohn (ROP), Michael O'Connell (SLZ)

**Advisory Members** 

Name	Company
Captain Luis Torres	San Leandro P.D.
Mary Marquez	Hayward P.D.
Jeffrey Lewis	Farmers Insurance
William Grangoff	East Bay Regional Parks Police, Retired

Parent Representative: Guilia Bodas

Student Representative: Edward Pieters

Parent Representative: Angelica Naranjo

Student Representative: <u>Jazmine Padilla</u>



**Sector:** Hospitality, Tourism & Recreation

Pathway: Food Science, Dietetics & Nutrition (200)

Instructor: Terri Penn (ROP), Vicki Gilmour (CV)

### **Advisory Members**

Name	Company
Dr. Tom Padron	CSUEB
Gary Freund	CSUEB
Mark Duesler	Frontier Energy
Bryan Roy	Erik's Deli Café

Parent Representative: Sonia Evans

Student Representative: Chloe Evans



**Sector:** Information & Communication Technologies

Pathway: Networking (172), Information Support & Services (170)

Instructor: Kent Doan (ROP), Andy Doolittle (ARR), Louis Stanley (CV)

**Advisory Members** 

Name	Company
Gary Dylina	Panthon System
Todd O'Bryan	Ed Tech in SF
Robert Remley	EAROP Tech

Parent Representative:	Jill Guiomar	

Student Representative: Anthony Guiomar



**Sector:** Health Science and Medical Technology

Pathway: Patient Care (198)
Instructor: Kathy O'Brien (ROP)

**Advisory Members** 

tuvion, monipoli		
Name	Company	
Dr. Steven Rothi	General Dentistry	
Helena Martins	Moy Dental	
Nydia Tadeo	Dr. Rothi, DDS	
Dr. Susan So	Castro Valley Orthodontics	
Denise Bailey	Retired Instructor	
Candace Niccolson	Barniv Dental	
Mayra H. Apodaca	Uptown Pediatric	
		•



**Sector:** Engineering and Architecture

Pathway: Engineering Technology (153)

**Instructor:** Jessica Porter (CV), Lisa Holmes (CV)

**Advisory Members** 

Name	Company	
Allison Wright	Soc. of Women Engineers	
Omsri Bharat	OSI Soft	
Andrew Roberts	Scandic Springs	
Linda Renteria	Casa Sanchez Foods	
Dawania Quiett	RPM Masters	
Chris Berilla	AECOM	

Parent Representative: Megan Mahoney

Student Representative: <u>John Mahoney</u>



**Sector:** Marketing, Sales & Service

Pathway: Entrepreneurship/Self-Employment (241)

Instructor: Kathrina Miranda (MTE), Rick Charles (HAY), Laura Jagroop (TEN)

**Advisory Members** 

tavisory mornisors		
Name	Company	
Surina Piyadasa	Dynamically Speaking	
Carole Wright	Mima LLC	
Derrell Pratt-Blackburn	Life Chiropractic College West	
Elaine Faxon	Forensic Analytical Consulting Services	

Parent Representative: Collings Edogun

Student Representative: Osase Edogun



Sector: Public Services

Pathway: Public Safety (232)

Instructor: Marlene McDowell (ROP), Captain John Peters (ROP)

# **Advisory Members**

Name	Company
Deputy Chief Eric Vollmer	City of Hayward Fire Department
Bob Negri	City of Hayward Fire Department



**Sector:** Arts, Media, and Entertainment

Pathway: Design, Visual, and Media Arts (111)

Instructor: Lameisha Sherri (ROP), Deborah Reinerio (SLE), Judy Okolie

(TEN), Denise Beeson (MTE), Larry Lavendel (MTE), TK Pryor (MTE), Robert Jackson (SLZ), Cameron Greenfield (CV)

**Advisory Members** 

Name	Company
Shannon Hackley	Shannon Leigh
Steve Jones	Plantain Studios
Damon Johnson	Born and Raised Marketing
Alison Stripling	Sparq Marketing
Steve McKinley	Steve McKinley Graphic Design
Molly McCoy	Molly McCoy Graphic Design
Kevin Hoelscher	Thumbtack Studios

Parent Representative: Jorge Perez-Olmo

Student Representative: <u>Johnathan Perez</u>



**Sector:** Marketing, Sales & Service

Pathway: Marketing (244)

Instructor: Michelle Stephens (CV), Romy Shivers (SLE),

Christina Charlton (ARR), Paul Ruma (SLE)

# **Advisory Members**

Name	Company
Dawn Fregosa	CollaborativeEducationAdvisors.com
Kesha Taylor	Clean Harbors
Melanie Raumann	Square SF
Robert McManus	San Leandro P.D.
Elizabeth Williams	Social Security Administration
Monica Moore	Golden Gate Audubon Society
Juanita Paez	Men's Wearhouse
Michael Singer	Oracle
Justin Kent	Sony
Nancy McDonald	FIDM
Julie Glenn	ACN
Mary Glenn	M&J Consultants
Rei Nakamura	EverFi
Gautam Biswas	State Bank of India
Ruben Garza	Alpha Energy Management

Parent Representative: Lethu Coleman

Student Representative: Katelyn Lance



**Sector:** Health Science and Medical Technology

Pathway: Patient Care (198)

Instructor: Heather Bystrom (ROP), Charles Bunbury (ROP), Alysa

Machado (ROP), Jennifer Heath (RS)

**Advisory Members** 

Name	Company
George Dib	St. Rose Volunteer/ Faces Alumni
Jaqueline Hernandez	St. Rose Volunteer/ Faces Alumni
Judi Kaufmann	Therapy Pet Team
Lisa Dianda	Gurnick Acad. of Medical Arts
Christina Nguyen	Stanford Medical Center (Cardiology)
Jovan Brown	Gurnick Acad. f Medical Arts
Roland Pabalate, RN	St. Rose Hospital
Verlita Hamilton	Kaiser Permanente



**Sector:** Arts, Media & Entertainment

**Pathway:** Design, Visual & Media Arts (111)

Instructor: Jeff Vendsel (CV), Mark Koehler (HAY), David Gurley (MTE),

Jeff Baughman (ARR), Ken Gossett (SLZ)

# **Advisory Members**

Name	Company		
Billy Schmalfeldt	High Five		
Leisl Burns	Studio One Photography		
Scot Tucker	Photo Consultant, SF State		
Steve Babuljak	Babuljak Photography		
Franklin Avery	Laney Photo		
Lauren Finch	Academy of Arts University of SF		

Parent Representative: Laura O'Brien

Student Representative: Megan O'Brien



**Sector:** Health Science and Medical Technology

Pathway: Patient Care (198)

Instructor: Mikel Jackson (MTE), Quiana Wilson (HAY), Kris Bernard (ARR)

**Advisory Members** 

Name	Company
Chris Pearson	Sports Medicine Physician – Kaiser/Fremont
Elie Goldstein	Kraski's Nutrition
Greg Olberg	Olberg Chiropractic

Parent Representative: Veena Singh

Student Representative: Shivani Singh



**Sector:** Arts, Media, and Entertainment

Pathway: Performing Arts (112)

Instructor: Tavis Kammet (HAY), Jennifer Dreyfus (EBA/RS)

# **Advisory Members**

Name	Company
Linda Lau	Santa Rosa Junior College
Monica Dominguez	Dance Live Dream Center
Mary Jo Price	Douglas Morrison Theater
Dan Dillman	Bal Theater



**Sector:** Arts, Media, and Entertainment

**Pathway:** Design, Visual & Media Arts (113)

Instructor: Lance McVay (SLZ), Kevin Johnson (SLZ), Tony Farley (SLE)

# **Advisory Members**

Name	Company
Rey Godoy	Sea Glass Production
Roy Miles Jr.	Northstarr Media Group
Trinh Dinh	Google ASG (You Tube Specialist)
Scott Hancock	Plex (Vice President of Marketing)
Ron Satter	Freelance Engineer
Amanda Myrdal	Filmmaker

Parent Representative: Kevin Brizuela

Student Representative: <u>Lizbeth Brizuela</u>



**Sector:** Manufacturing & Product Development

Pathway: Machining & Forming Technologies (212)

Instructor: Barbara Juarez (ROP), Eduardo Nava (SLE), Kevin Buckley (BRK)

**Advisory Members** 

Name	Company
Ron Sharp	Alliance Gas Products
Chris Lueder	Alliance Gas Products
Kim Hong	Complete Engineered Solutions
Derick Lee	PilotCity

Parent Representative: Danielle Rios

Student Representative: Elsa Avila



DATE: May 2, 2019

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Disposal of

**Obsolete or Surplus Items** 

# **BACKGROUND**

Education Code sections 60500 et. seq mandate that the Board of Education determine when items are obsolete and not required or usable for school purpose.

# **CURRENT SITUATION**

The attached list summarizes items that:

(1) Are obsolete or no longer suitable for school use (2) are to be disposed of for the purpose of replacement, or (3) are non-functional and are no longer needed for school purposes.

The Administration of the Eden Area ROP has concluded that it is necessary to dispose of the obsolete equipment and/or items.

# **CONSENT CALENDAR**

OBSOLETE ITEMS 2018-19				
DESCRIPTION	PO#/Tag#	DATE RECEIVED	Notes	
HP Switch 2626	73010213	1/19/2000	Obsolete	
Smart Board	73020507	4/21/2002	Obsolete	
Mannequin, Dentsply	73020604	5/18/2002	Obsolete	
Canon MF810cdn Laser Multifunction	P15-00526	8/14/2015	Obsolete	
Parts Washer, ZEP	73020586	5/31/2002	Obsolete	
Spray Gun	73020506	3/11/2002	Obsolete	
Air Compressor, Ingersoll Rand	73010427	6/13/2004	Obsolete	
Stud Welder, Unispotter	73000220	11/17/1999	Obsolete	
Video Projector, Dukane Image Pro	73010397	12/14/2000	Obsolete	
Printer, HP Laserjet 400TN	73010699	5/20/2001	Obsolete	
Dell Optiplex 7010 MT	P13-00255	6/11/2013	Obsolete	
Ricoh Copier	11189	6/29/2008	Obsolete	
NEC Phone system	11054	6/23/2007	Obsolete	
Zebra ID Badge Card System	10833	2/20/2006	Obsolete	
Enviroquip Washer/oil skim	P04-00	8/15/2004	Obsolete	
Canon Copier (Ed Serv.)-Star Center	10703	5/31/2004	Obsolete	
Vcenter Server V5 Standard Software	P13-00	6/12/2013	Obsolete	
Basic SNS Vcenter Server	P13-00	6/12/2013	Obsolete	
Educator Plus 36 Full Color Poster Printer Package	11504	1/5/2014	Obsolete	
Milling Machine	10139	6/10/2002	Obsolete	

# **@**EdenAreaROP

DATE: May 2, 2019

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

**SUBJECT:** Request the Governing Board to approve the Agreement

with the California School Boards Association (CSBA) for a Policy Development Workshop for the 2018-2019 School

Year

# **BACKGROUND**

The California School Boards Association (CSBA) is a nonprofit education association representing the elected officials who govern public school districts. CSBA provides policy resources and training to members, and represents the statewide interests of public education through legal, political legislative, community and media advocacy.

# **CURRENT SITUATION**

CSBA last worked with the Eden Area ROP to update governing board policies during the 2012-2013 school year. The governing board policies have remained largely the same since this time. In order to ensure we are compliant with current educational code, CSBA will provide administration with a three day policy development workshop to guide us in updating board policies.

# Fiscal Impact

One time cost of \$8,835 plus travel expenses

### **CONSENT CALENDAR**

This Policy Development Workshop Agreement (Agreement) is entered into between the California School Boards Association (CSBA) and Eden Area Regional Occupational Program Center of Hayward, California (ROP) and shall be effective on the date executed by ROP.

WHEREAS CSBA is a statewide membership association for California school districts and county offices of education.

WHEREAS California local educational agencies, including ROP, are required by law to establish policies and procedures for the governance and operations of educational programs and other activities for which they are responsible.

WHEREAS CSBA has written or developed, and as necessary, updates, a reference policy manual, including sample policies, regulations, bylaws, and exhibits, based on applicable state and federal law.

WHEREAS subject to the terms and conditions of the GAMUT Online Service Agreement, CSBA grants local educational agencies which are CSBA members in good standing a nontransferable and nonassignable access to its reference policy manual.

WHEREAS subject to the terms and conditions of this Agreement, CSBA provides limited word processing and consulting services to assist local educational agencies with customizing a policy manual based on the CSBA reference policy manual.

**NOW THERFORE,** CSBA and ROP in consideration of the covenants herein contained, and other good and valuable consideration, agree as follows:

### I. CSBA RESPONSIBILITIES

CSBA agrees to assist ROP in developing a ROP Policy Manual by doing the following:

- a. Provide ROP with one (1) paper copy of CSBA's reference policy manual, including sample policies, regulations, bylaws, and exhibits which reflect requirements of state and federal law.<sup>1</sup>
- b. Provide ROP one (1) policy manual consultant to facilitate a Policy Development Workshop at a ROP location and provide consultation during said workshop for up to three (3) days.

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<sup>&</sup>lt;sup>1</sup> The cases and laws cases interpreting the laws on which the policies and regulations are based are constantly changing and are frequently subject to more than one interpretation. Technical points of law and similar matters may receive only partial reference or may be omitted altogether for the sake of administrative convenience or for other reasons not appearing on the face of the CSBA policies and regulations. Since subtle variations in facts and underlying circumstances from case to case can produce divergent results under the law, the ROP is cautioned to seek the advice of its legal counsel when confronted with particular situations as this service is not intended to be a substitute for legal advice.

- c. Provide ROP with guidance in the selection of optional language in the CSBA reference policy manual and the incorporation of current ROP policies and practices into the CSBA reference policy manual for inclusion in a ROP Policy Manual that reflects the philosophy, goals, objectives and mandates of ROP.
- d. Provide ROP with consulting, typing, editing, proofreading required to produce one (1) draft copy of the ROP Policy Manual developed at the workshop.
- e. Provide ROP with one (1) paper copy and one (1) CD-Rom containing the draft ROP Policy Manual described in Section I.d., above.
- f. Provide ROP with consulting, typing, editing, proofreading required to produce required to produce one (1) CD-Rom containing a final draft of the ROP Policy Manual described in Section I.d. above, reflecting adoption date(s) and any edits and revisions made to the draft manual and as specified by ROP.

### II. ROP RESPONSIBILITIES

ROP agrees to the following:

- a. Provide physical space to host the Policy Development Workshop for up to three (3) days.
- b. With the assistance of the CSBA policy consultant, review CSBA's reference policy manual and ROP's existing policy manual and, as appropriate, select, edit, and revise applicable policies, regulations, and bylaws to develop an up to date ROP policy manual that reflects ROP philosophy and practice.
- c. Identify policy statements contained in existing ROP documents and edit those policies for consistent language and compliance with current state and federal laws and regulations for inclusion in the ROP policy manual.
- d. Identify areas where ROP lacks policies and create new policy or select and revise applicable policies from CSBA's reference policy manual those policies for consistent language and compliance with current state and federal laws and regulations.
- e. Where necessary, revise ROP policy to conform to current state and federal laws and ROP's collective bargaining agreements.
- f. Review and modify or delete CSBA sample policies from the CSBA's reference policy manual and incorporate ROP policies when appropriate.
- g. Inform CSBA of edits, revisions, and adoption date(s) to incorporate into a final ROP manual.

- h. For the duration of this Agreement, enter into a GAMUT Online Service Agreement with CSBA for a nontransferable, nonassignable access to the CSBA reference policy manual.
- i. The CSBA samples policies, regulations, bylaws, and exhibits to which ROP is given access are CSBA's proprietary materials, they are provided for the ROP's sole use, and they may not be transmitted, reproduced, or distributed to others, in whole or in part, without CSBA's written consent.

#### III. FEES AND PAYMENT

- a. ROP agrees to pay CSBA the sum of \$8,835 for the services described under this Agreement.
- b. ROP agrees to reimburse CSBA for consultant's travel expenses associated with the Policy Development Workshop, including transportation, lodging, and food. Reimbursement for mileage and meals shall be at the IRS rates in effect on the date of travel. Lodging and other costs, excluding personal expenses, shall be reimbursed in their entirety. Lodging accommodation shall be selected and booked by CSBA.
- c. Any services performed by a CSBA consultant after the three (3) day Policy Development Workshop that are not described in this Agreement or a Manual Maintenance Service Agreement between CSBA and ROP will be charged separately at the rate of \$75 per hour.
- d. Payment for the services described in this Agreement shall be due in full upon completion of the three (3) day Policy Development Workshop.

### IV. TIME FOR COMPLETION

- a. ROP shall schedule and complete the three (3) day Policy Development Workshop within one (1) calendar year of the execution of this agreement. If the Policy Development Workshop is not completed within that one-year period CSBA may, at its sole discretion and subject to any increase to the fee schedule for the services provided, honor the terms this Agreement.
- b. ROP shall provide CSBA with necessary edits, revisions, and adoption date(s) required to produce a final ROP manual within one (1) calendar year of completing the three (3) day Policy Development Workshop. In the event that ROP does not provide such information, CSBA may, at its sole discretion, elect to fulfill the remaining terms of this Agreement.

### V. COPYRIGHT

- a. All copies of CSBA's sample policies, regulations, bylaws, and exhibits, including electronic, digital, or other data storage device containing such materials, as well as the materials made available through CSBA's GAMUT website, are for ROP's sole use and shall not be made available for use outside of ROP.
- b. ROP shall comply with the GAMUT End User License Agreement attached to the ROP's GAMUT Online Service Agreement with CSBA.

#### VI. DISCLAIMER OF WARRANTY

- a. ROP acknowledges that by providing the services described in this Agreement, CSBA, its employees, agents, representatives and consultants are neither acting as ROP's legal counsel nor providing legal advice or counsel to ROP.
- b. CSBA sample policies, administrative regulations, bylaws, and exhibits are provided as a resource for school districts and county offices of education in developing their local policy manual and are not intended for exact replication or as a substitute for legal advice.
- c. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.
- d. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing ROP's specific situations. ROP is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

### VII. MISCELLANEOUS

- a. This Agreement and any attachments hereto contain all of the terms and conditions agreed upon by CSBA and ROP relating to the matters covered by this Agreement, and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between CSBA and ROP, whether oral or written, respecting the matters covered by this Agreement.
- b. This Agreement may be modified or amended only by a writing signed by the CSBA and ROP, or their authorized representatives.
- c. The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to California law, without regard to conflict of law principles.
- d. This Agreement may be executed in one or more counterparts which, taken together, shall be deemed to constitute one and the same document. An executed copy of this Page 4 of 5

Agreement shall be valid as an original. Signatures of the Parties transmitted by facsimile or email shall be deemed binding.

# VIII. CANCELLATION

- a. Either CSBA or ROP may terminate this Agreement at any time by providing at least thirty (30) days notice in writing to the other party.
- b. CSBA may terminate this contact if ROP fails to maintain its membership in CSBA or to timely pay the annual fees described in Section III of this Agreement.
- c. ROP understands and acknowledges that no refunds of any fees described in Section III of this Agreement will be given by CSBA if ROP cancels this Agreement after the first day of the three (3) day Policy Development Workshop.

California School Boards Association	Eden Area ROP	
Robert Tuerck	Name of Official	
Assistant Executive Director Policy & Governance Technology Title of Official	Title of Official	
Date	Date	

# **@**EdenAreaROP

DATE: May 2, 2019

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Agreement with

Bay Point Control, Inc. DBA Marina Mechanical for HVAC Replacement for the 2018-2019 and 2019-2020 School Years

# **BACKGROUND**

As stated in the lease agreement for the Eden Area ROP facility, maintenance is the responsibility of the Eden Area ROP. The roof and HVAC systems on our buildings are beyond repair and need to be replaced. On November 1, 2018, the Governing Board approved the agreement with School Site Solutions to serve as project manager on behalf of the ROP for these two projects. Subsequently, the Governing Board approved the roofing contract at the March meeting.

# **CURRENT SITUATION**

The bidding process for the HVAC systems has been completed, and Bay Point Control, Inc. DBA Marina Mechanical had the lowest bid with complete documents submitted and was awarded the contract subject to board approval as outlined in the construction agreement (attached).

# Fiscal Impact:

Construction and Materials - \$615,000

### **CONSENT CALENDAR**

#### **DOCUMENT 00 52 13**

#### **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS <u>11<sup>th</sup> DAY OF April</u>, 2019, by and between the Eden Area ROP ("District" or "Owner") and <u>Bay Point Control</u>, <u>Inc. DBA Marina Mechanical</u> ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. The Work: Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: HVAC Replacement Project

("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

#### 2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- Interpretation of Contract Documents: Questions concerning the intent, precedence, or meaning of the Contract
  Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation.
  Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
  - (i) District-approved modifications, beginning with the most recent (if any);
  - (ii) Agreement;
  - (iii) Special Conditions (if any);
  - (iv) Supplemental Conditions (if any);
  - (v) General Conditions;
  - (vi) Remaining Division 0 documents (Documents beginning with "00");
  - (vii) Division 1 Documents (Documents beginning with "01");
  - (viii) Division 2 through Division 32 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

Time for Completion: It is hereby understood and agreed that the Contractor shall substantially complete the Work within Sixty-one (61) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. An additional Fourteen (14) consecutive calendar days will be allowed to complete Punch List and Miscellaneous work after the start of school. This work shall only be performed during non-school hours. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

3.

- 4. Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 5. Liquidated Damages: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("Liquidated Damages"): Two Hundred Fifty Dollars (\$250.00).
  - Submittal of any item on approved Submittal Schedule: One Hundred dollars (\$100.00) per day as Liquidated Damages for each and every day's delay beyond the time herein prescribed for each item on approved Submittal Schedule.
  - a. Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late in completing two milestones and the entire Project, Contractor will forfeit and pay three separate Liquidated Damages amounts.
  - b. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - c. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.
  - d. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.
  - e. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.
  - f. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.
- **6. Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.

- 7. Performance of Work: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.
- 8. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
- 9. Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 10. Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type C-20 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board (CSLD), in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. All Contractors/Subcontractors shall be in possession of a current and appropriate license as allowed and accepted by the CSLB for all "Work" being performed under this Contract. CSLB 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <a href="http://www.cslb.ca">http://www.cslb.ca</a>. The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.
- 11. Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- **12. Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
- 13. Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Shir Hundred Lifteen Thousand Dollars
(\$ 615,000.00 ), (Base Contract Amount)

- a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
- 14. Authority of Contractor's Representative: Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project

superintendent, each have the authority to legally bind the Contractor.

- 15. Severability: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 16. CONTRACTOR SPECIFICALLY AGREES TO ASSERT NO DEMANDS OR CLAIMS IN ARBITRATION OR LITIGATION UNLESS IT HAS STRICTLY COMPLIED WITH THE PROVISIONS IN THE "CLAIMS RESOLUTION" SECTION OF THE GENERAL CONDITIONS (DOCUMENT 00 70 00).

Contractor's Initials Acknowledging "Claims Resolution" Requirements:

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated:, 20	Dated: Apr	il 18 20 <u>19</u>
EDEN AREA ROP	Marina	Mechanialcontractor
Ву:	Ву:	/a/Kuf
Print Name:	Print Name:	Carl Koos
Print Title:	Print Title:	President

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

AGREEMENT DOCUMENT 00 52 13-4

#### **DOCUMENT 00 51 00**

#### **NOTICE OF AWARD**

Dated:	April	11,	201	9

Notice of Award.

To:	Bay Point Control, Inc. DBA Marina Mechanical
	("Contractor")
	799 Thornton Street San Leandro, CA 94577 (Address)
From:	Governing Board ("Board") of Eden ROP ("District" or "Owner")
Re:	Multi-Site HVAC Replacement Project
("Projec	t" or "Contract")
Contract	tor was awarded the Contract <u>on April 11, 2019</u> , by action of the District's Board.
The Con	tract Price is Six Hundred Fifteen Thousand Dollars and no cents (\$615,000.00),
Contract	or must comply with the following conditions precedent within SEVEN (7) calendar days of the date of this

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the <u>SEVENTH (7<sup>TH</sup>)</u> calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

- a. Agreement: Submit four (4) copies, each bearing an original signature. If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.
- b. Escrow of Bid Documentation: Include all required documentation. Refer to the Escrow of Bid Documentation document for details.
- c. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- d. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- e. Insurance Certificates and Endorsements.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.

h. Disabled Veterans' Business Enterprise Participation Certific	cation.
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- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- I. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Contract Financial Interest Certification

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

	SCHOOL DISTRICT
3Y:	
NAME: MARITES FERMIN	
TITLE: BUSINESS MANAGER	

END OF DOCUMENT

# **DOCUMENT 00 55 00**

### NOTICE TO PROCEED

Dated	: <u>April 11, 2019</u>
To: CA 94	Bay Point Systems, Inc. DBA Marina Mechanical ("Contractor") 799 Thornton Street San Leandro, 577
From:	Governing Board ("Board") of EDEN AREA ROP ("District" or "Owner")
Re:	HVAC Replacement Project ("Project" or "Contract")
2019. E	ctor is hereby notified that the Contract Time under the Contract will commence to run on June 1, By that date, Contractor shall start performing its obligations under the Contract Documents. In ance with the Agreement executed by Contractor, the Contract Time and Project Completion is July 19.
	ctor must submit the following documents by 5:00 p.m. of the TENTH (10 <sup>TH</sup> ) calendar daying the date of this Notice to Proceed:
1.	Contractor's preliminary schedule of construction.
2.	Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
3.	Contractor's preliminary schedule of values for all of the Work.
4.	Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.
5.	A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.
Thank y	ou. We look forward to a successful Project.
	EDEN AREA ROP SCHOOL DISTRICT
	BY:
	NAME: MARITES FERMIN
	TITLE: BUSUNESS MANAGER
	END OF DOCUMENT

**EDEN AREA ROP** 



DATE: May 2, 2019

TO: ROP Governing Board

FROM: Linda Granger, Superintendent

PREPARED BY: Marites Fermin, Business Manager

**SUBJECT:** Request the Governing Board to approve the Agreement with

**Castro Valley Unified School District for Student Transportation** 

for the 2019-2020 School Year

# **CURRENT SITUATION**

Each year the Eden Area ROP contracts for transportation services for students with the participating districts and outside vendors.

For the 2019-2020 school year we are continuing the agreement between Castro Valley Unified School District and the Eden Area ROP for daily transportation to and from the ROP Center and Castro Valley high school sites.

# **CONSENT CALENDAR**

# CASTRO VALLEY UNIFIED SCHOOL DISTRICT 4400 Alma Avenue Castro Valley, CA 94546

### TRANSPORTATION AGREEMENT FOR 2019-2020

This is an agreement between the Castro Valley Unified School District (CVUSD) and Eden Area Regional Occupational Program (ROP) for the provision of transportation services between Castro Valley High School, Redwood Alternative High School and the Eden Area Regional Occupational Center.

CVUSD agrees to provide bus transportation for up to 58 students from approximately August 2019 through June 2020. The cost will be \$8.35.50 per mile at approximately 40 miles per day for 180 days, bringing the total approximate cost to \$60,156.00.

Payments will be made at the end of each school quarter upon presentation of an invoice from CVUSD for actual days and mileage.

### SCOPE OF AGREEEMENT

CVUSD shall furnish transportation by California Highway Patrol approved buses for Eden Area ROP students to and from agreed upon routes and on agreed upon calendar days.

# **PERMITS AND LICENSES**

CVUSD shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this agreement.

# **INSURANCE**

CVUSD shall maintain insurance and workers compensation coverage as required by current laws and regulations. CVUSD shall maintain insurance that includes and names the Eden Area ROP and its Governing Board and employees, and indemnifies them from any claims or damage to property sustained by any person, firm or corporation caused by any neglect, default or omission of CVUSD and its employees in connection with performance under this agreement.

### SAFETY PROGRAM

CVUSD shall observe all requirements of the California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

### DRIVER OUALIFICATIONS

CVUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

### ACCIDENT REPORTS

CVUSD shall be required to provide accident reports as required by law within the prescribed timeline. In the event of serious injury or death, CVUSD will notify the Eden Area ROP immediately.

### **EQUIPMENT REQUIREMENTS**

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

# **PUPIL MANAGEMENT**

Bus drivers have the responsibility for maintaining proper student behavior on their buses.

### PAYMENT FOR SERVICES

Invoices from CVUSD shall be submitted at the end of each quarter noting the number of days driven during the previous quarter.

### TERMINATION OF SERVICES

Either party may terminate this agreement by providing the other party with a 30-day written notice of intent to discontinue.

Signed:_		Date:	
	Eden Area Regional Occupational Program		
	in.		
Signed:_		Date:	
-	Castro Valley Unified School District		



DATE: May 2, 2019

TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Agreement with

Flagship Facility Services Inc. for Janitorial Services for the

**2019-2020 School Year** 

# **BACKGROUND**

Each year the Eden Area Regional Occupational Program contracts for janitorial services.

# **CURRENT SITUATION**

The attached agreement provides details of the janitorial service provided by Flagship Facility Services, Inc. for the 2019-2020 school year.

# **CONSENT CALENDAR**





Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112

### SERVICE AGREEMENT

This agreement is entered into by and between Flagship Facility Services, Inc. ("Provider") and Eden Area ROP ("Company"), for the purpose of cleaning of Company's business premises located at 26316 Hesperian Blvd., Hayward, CA 94545. The effective date of this agreement is set forth below. The start date for services is: \_\_\_\_\_\_\_.

Provider agrees to furnish all manpower, equipment, and materials necessary to provide the services as described on the document entitled "Cleaning Specifications", attached hereto and incorporated by reference. The cost for the services shall be the monthly amount of \$6,049.00

Company agrees to provide access to the business premises to be cleaned under this agreement, and to pay for all services provided pursuant to monthly invoices, which shall be sent on the first day of each month, due and payable thirty days after date of invoice. Additional services and employee consumable supplies invoices are sent on an as needed basis, and are due and payable thirty days after date of the invoice. Company agrees to pay all invoices when due.

Company is responsible for notifying Provider of any questions, concerns, or discrepancies relating to any invoice in a timely fashion, and in no event later than thirty days after receipt of the invoice in question. Provider shall timely respond to any such questions and/or concerns. In the event of a billing dispute that remains unresolved after one month's time, Provider may cancel this agreement without notice.

This agreement may be terminated upon thirty days written notice to the non-terminating party. Termination does not relieve Company of the obligation to pay all invoices current to the date of termination. In the event of (i) the Company filing for bankruptcy, reorganization, and/or Company's assignment of its assets (ii) Company's loss of its right to occupy the premises described above, (iii) billing disputes unresolved within the time period set forth above, or (iv) failure to pay any invoice when due, Provider shall have the right to terminate this agreement with no notice. Termination does not relieve Company of the obligation to pay for all services rendered prior to the date of termination.

Notices under this Agreement are considered served on the earlier of (a) actual receipt if delivered in person or by facsimile with receipt confirmed in writing by the transmitting machine, (b) three business days after they are deposited with the US Postal Service sent by certified mail, return receipt requested, or (c) two business days after they are deposited with a nationally recognized overnight courier service with delivery charges paid or guaranteed, addressed as follows:

Flagship Facility Services, Inc. 1050 North 5<sup>th</sup> Street San Jose, CA 95112



Provider shall not be liable for any failure to perform any of its obligations hereunder which results from an act of God, the elements, fire, theft, flood, delays caused by riot, insurrection, terrorism industrial dispute, war, embargoes, legal restrictions or any other cause beyond the reasonable control of Provider.

The terms of this agreement may be modified or amended at any time only by writing, signed by the party against whom modification is sought.

Time is of the essence. A waiver of any term of this agreement shall not be construed to be a modification to this agreement or a continuing waiver of that term.

If any action is brought to enforce the terms of this agreement or collection of any invoices submitted hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that may be granted.

The person signing this agreement on behalf of Company hereby warrants that he/she is authorized to enter into this agreement. This agreement may be executed in several counterparts all of which shall constitute one agreement binding on each of the parties notwithstanding that all parties have not signed the same original or counterpart.

During the Term and each Schedule Term and the one (1) year period thereafter (regardless of the reason for termination), Customer will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of Flagship Facility Services, Inc. or (b) otherwise solicit, request, entice or induce those employees to terminate their employment with Flagship Facility Services, Inc. If Customer should solicit or hire any employee of Flagship Facility Services, Inc. as prohibited above, Customer shall pay to Flagship Facility Services, Inc. as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with Customer.

This agreement and attachments constitute the entire agreement and supersede any prior discussion, agreement or understandings between the parties regarding the subject matter hereof. If any one or more of the provisions of this agreement are held invalid or unenforceable, the parties intend that such provision shall be modified to the minimum extent necessary to make it valid and enforceable and all other provision of this agreement or their application shall not be affected thereby.

Please remit all payments to: Flagship Facility Services, Inc.

**Attn: Accounts Receivable** P.O. Box 612140

San Jose, CA 95161-2140





This agreement shall be governed by California.	and construed in accordance with the	laws of the State of
Flagship Facility Services, Inc. Rafael Y Canseco Regional Operations Manager	Company Representative	
	Name and Title (Please Print)	





Flagship Facility Services, Inc. 1050 North 5th Street San Jose, CA 95112

Cleaning Specifications					
(5) days per week for XYZ	Daily	Weekly	Monthly	Quarterly	On Request
Areas to be serviced					
Lobby, Executive Offices and Conference Rooms	X				
General Office Areas and Cubicles	X				
Cafeteria or Break Room	X				
Restrooms	X				
Manufacturing	X				
Labs	X				
Warehouse	X				
Day Porter Services					X
1. Lobby, Executive Offices and Conference Rooms					
Empty trash and replace liners (as needed)	X				
Dispose of recycling (paper, cardboard, plastic)	X				
Organize chairs and magazines (keep area organized)	X				
Wipe down tables	X				
Dust file cabinets (as needed)		X			
Dust other office furniture		X			
Detail dust and wipe all surfaces			X		
High dust all cleared horizontal surfaces to six feet high		X			
Vacuum upholstered furniture			X		
Clean and polish door kick plates and thresholds			X		
Detail wipe light switches, entrance doors, & walls			X		
Spot clean partition/sidelight glass	X				
Dust window sills			X		
Dust mini-blinds				X	
Vacuum air vents				X	
Vacuum floors and carpets	X				
Mop floors	X				
Detail (edge) vacuum carpets (or as needed)			X		
Spot clean carpets using Bissell spot cleaning machine		X			
Shampoo carpets					X
2. General Office Areas and Cubicles					



Empty trash and replace liners (as needed)	X				
Dispose of recycling (paper, cardboard, plastic)	X				
Wipe down tables	X				
Dust file cabinets (as needed)		X			
Dust other office furniture		X			
Detail dust and wipe all surfaces			X		
High dust all cleared horizontal surfaces to six feet high		X			
Vacuum upholstered furniture			X		
Clean and polish door kick plates and thresholds		X			
Detail wipe light switches, entrance doors, & walls			X		
Spot clean partition/sidelight glass	X				
Dust window sills			X		
Dust mini-blinds				X	
Vacuum air vents				X	
Vacuum carpets	X				
Detail (edge) vacuum carpets (or as needed)			X		
Spot clean carpets using Bissell spot cleaning machine		X			
Shampoo carpets					X
3. Cafeteria / Break Room					
Empty trash and replace liners (as needed)	X				
Dispose of recycling (paper, cardboard, plastic)	X				
Detail wipe walls around trash bins		X			
Replenish paper product dispensers	X				
Clean & wipe down sink(s)	X				
Wipe down counters and tables	X				
Clean microwave ovens: inside and outside	X				
Clean coffee makers and rinse coffee pots	X				
Wipe refrigerator: Inside			X		
Outside	X				
Detail wipe exteriors of cabinet drawers (as needed)		X			
Wipe water cooler and empty drip pan	X				
Sweep floors	X				
Wet mop floors	X				
Strip/scrub and wax floors					x
	1		I	I	I



4. Restrooms				
Empty all receptacles and replace liners	X			
Clean & sanitize sinks, toilets and urinals	X			
Empty, clean, polish and disinfect sanitary napkin				
receptacles	X			
Clean and disinfect door hand plates and light switches	X			
Clean and wipe mirrors	X			
Clean and stock all paper product dispensers	X			
Polish all chrome fixtures & handles	X			
Clean walls and partitions (attention near urinals)	X			
Detail clean showers with soap and mildew remover		X		
Detail disinfect showers and remove hair from drain				
(maintain clean appearance)	X			
Sweep and sanitize floors	X			
Scrub/buff and wax floors				X
5. Manufacturing				
Empty all receptacles and replace liners (as needed)	X			
Dust mop floor (sweep)	X			
Spot mop floors	X			
Strip/scrub and wax floors				X
6. Labs				
Empty all receptacles and replace liners (as needed)	X			
Dust mop floor	X			
Spot mop floors	X			
Strip/scrub and wax floors				X
7. Warehouse				
Empty all receptacles and replace liners (as needed)				X
Dust mop floors				X
8. Day Porter Services (if applicable)				
Respond to facilities manager's requests				X
Police, clean, and re-stock restrooms as needed				X
Police, clean, and re-stock coffee stations as needed				X
Police, clean, and re-stock cafeteria as needed				X



Police and clean the lobby area entrance as needed			X
Police and clean exterior patio break areas			X
Police outside entrances and walkways for debris			X
Maintain common areas clean and presentable			X
9. Floor Services			
Dust mop floors	X		
Spot mop floors	X		
Strip/scrub and wax VCT floors			X
Scrub and buff ceramic floors			X
10. Carpets			
Vacuum carpets	X		
Detail vacuum carpet edges		X	
Hand spot clean small carpet spots	X		
Spot clean carpets (requiring machine shampooing)			X
Shampoo and extract carpets			X
11. Special Services			
Secure building - lights, alarms, and doors	X		
Dispose of recycling into appropriate recycling containers	X		
Wash interior perimeter glass			X
Wash exterior perimeter glass			X
Maintenance Services Lic. # 871864			X
Painting Services Lic. #871864			X
Locksmith Services Lic. #871864			X
Electrical Services Lic. #871864			X
Building Construction and Demolition Lic. #871864			X



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Agreement with

John Peters for Consulting for the First Responders Program

for the 2019-2020 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

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

#### **CONSENT CALENDAR**

#### AGREEMENT FOR SERVICE

#### THIS AGREEMENT FOR SERVICE

for the 2019-2020 school year

#### **BETWEEN**

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

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

#### **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 2019-2020 school year, 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.
- 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.

#### <u>Assignment</u>

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

#### Capacity/Independent Contractor

15. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **Modification of Agreement**

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

#### **Notice**

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

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

#### **Costs and Legal Expenses**

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

#### Time of the Essence

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

#### **Entire Agreement**

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

#### <u>Limitation of Liability</u>

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**

•	nsible to pay their own taxes. Customer (Eden 199 at the end of the year.
John Peters	Date
Bernie Phelan, Director Eden Area ROP	Date

# **Action Items**





TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 8-18/19: Day of the Teacher

## **CURRENT SITUATION:**

Day of the Teacher is observed on May 8, 2019 by schools in the State of California. Attached Resolution 8-18/19 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

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

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 8-18/19: Day of the Teacher.

Day of the Teacher: May 8, 2019

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

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

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

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

WHEREAS, May 8, 2019 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 8, 2019

PASSED AND ADOPTED this 2<sup>nd</sup> day of May 2019 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:		
NOES:		
ABSTENTIONS:		
ABSENT:		

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



TO: ROP Governing Board

FROM: Linda Granger, Superintendent

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 9-18/19: Classified Employees' Week

## **CURRENT SITUATION:**

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 19-25. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 9-18/19: Classified Employees' Week.

Classified Employees' Week: May 19-25, 2019

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

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

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

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

WHEREAS, May 19-25, 2019 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area Regional Occupational Program Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all ROP students and declare the week of May 19-25, 2019 as Classified Employees' Week at the Eden Area Regional Occupational Program.

PASSED AND ADOPTED this 2<sup>nd</sup> day of May 2019 by the Eden Area Regional Occupational Program Governing Board by the following vote:

AYES:	
NOES:	
<b>ABSTENTIO</b>	NS:
ABSENT:	

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



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 10-18/19: Temporary Borrowing Between Funds

## **BACKGROUND**

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

## **CURRENT SITUATION**

The Education code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the district will incur for the fiscal year 2019-2020.

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

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 10-18/19: Temporary Borrowing between Funds.



# Resolution No. 10-18/19

# **Temporary Borrowing Between Funds**

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

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

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

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 2<sup>nd</sup> day of May 2019, by the following vote:

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



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 11-18/19: Year End Budget Transfers of Funds

## **BACKGROUND**

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

# **CURRENT SITUATION**

The Education Code permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of the Eden Area ROP to make budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications. To permit the payment of obligations of the District incurred in the fiscal year 2019-2020.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 11-18/19: Year End Budget Transfers of Funds.



# Resolution No. 11-18/19

# **Year End Budget Transfers of Funds**

WHEREAS, the Governing Board on June 8, 2018, adopted its budget for the Fiscal year 2018-2019; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the Eden Area ROP is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2018-2019 under the provisions of the Education Code Sections 35161, 42600, 42601, 42602, and 42610.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this  $2^{nd}$  of May 2019, by the following vote:



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 12-18/19: Authority to Sign Contracts for the

2019-2020 Fiscal Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

By adopting Resolution 12-18/19, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for the 2019-2020 fiscal year. Based on Public Contract code 20118, all contracts signed by the individuals are ultimately ratified by the Board, either by personnel appointments, approval of warrants, or other methods, in relationship to purchasing; it limits the authority to sign to correspond with bidding limitations.

This resolution is for 2019-2020 fiscal year and will be brought back to the Board each fiscal year for review.

## RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-18/19: Authority to Sign Contracts for the 2019-2020 Fiscal Year.



# Resolution No. 12-18/19

# **Authority to Sign Contracts for the 2019-2020 Fiscal Year**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED,** The officers to whom such power to enter into contracts is delegated are: Superintendent, Director of Adult Programs, Director of Educational Services, Assistant Director of Educational Services, Business Manager and Grant Coordinator

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this 2<sup>nd</sup> day of May 2019, by the following vote:

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



TO: ROP Governing Board

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

SUBJECT: Request the Governing Board to approve the Adoption of

Resolution 13-18/19: Delegation of Powers to Agents for

the 2019-2020 Fiscal Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

By adopting Resolution 13-18/19, Per Education code 39656 the Governing Board of any school district is able to delegate authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting.

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

This resolution is for 2019-2020 fiscal year and will be brought back to the Governing Board each fiscal year for review.

## RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 13-18/19: Delegation of Powers to Agents for the 2019-2020 fiscal year.



# Resolution No. 13-18/19

# **Delegation of Powers to Agents for the 2019-2020 Fiscal Year**

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20114 and 20118.4, equipment and services for 2019-2020 fiscal year.

**PASSED AND ADOPTED** by the Governing Board of the Eden Area ROP on this  $2^{nd}$  day of May 2019, by the following vote:

AYES:	
NOES:	
ABSTENTIONS:	
ABSENT:	

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