

# GOVERNING BOARD MEETING AGENDA

Thursday, February 7, 2019

5:45 pm

**Location:**

26316 Hesperian Blvd  
Hayward, CA 94545

**Website:**

[www.edenrop.org](http://www.edenrop.org)

**Phone Numbers:**

(510) 293-2971  
Fax (510) 293-8225



## Governing Board Members

Peter Oshinski, President  
Jo A.S. Loss, Member  
Marilyn Stewart, Member  
Dr. Robert Carlson, Member

San Leandro Unified School District  
Castro Valley Unified School District  
San Lorenzo 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, February 7, 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. Student of the Month**

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

**VII. Consent Calendar**

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

## **Page 2 – Agenda for the February 7, 2019 Regular Meeting of the ROP Governing Board**

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of December 6, 2018 (pages 5-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-17)
- C. Request the Governing Board to approve the Personnel Action Items (pages 18-19)
- D. Request the Governing Board to approve the Listed Donations-Chabot College Dental Hygiene Program (page 20)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 21-22)
- F. Request the Governing Board to approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year (pages 23-29)
- G. Request the Governing Board to approve the Revised Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year (pages 30-36)
- H. Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2018-2019 School Year (pages 37-40)
- I. Request the Governing Board to approve the Agreement with Envoy Plan Services, Inc (Envoy) as a Third Party Administrator (TPA) for Ongoing Tax Sheltered Annuities, Retirement Plan Compliance, Administration and Consulting Services (pages 41-60)
- J. Request the Governing Board to approve the Agreement with School Services of California and MetroED for a Career Technical Education Joint Power Authority Coalition from January 2019 through June 2020 (pages 61-62)
- K. Request the Governing Board to approve the Agreement with School Site Solutions, Inc. (SSS) for Project Management and Construction Management Services for the Roofing and HVAC Replacement for the 2018-2019 School Year (pages 63-66)
- L. Request the Governing Board to approve the Revised MOU with Associated Builders and Contractors of Northern California (ABC NorCal) for Apprenticeship Training for the 2018-2019 School Year (pages 67-69)
- M. Request the Governing Board to approve the Eden Area ROP Section 125 Plan Revisions (pages 70-104)
- N. Request the Governing Board to approve the Advisory Committee Meeting Minutes (pages 105-203)

## **VIII. Information Items**

- A. Midyear Review of the Superintendent's Goals (page 204)

**IX. Action Items**

- A. Request the Governing Board to approve the Governing Board Reorganization (page 205)
- B. Request the Governing Board to approve the adoption of Resolution 4-18/19: Career Technical Education Month (February) (pages 206-207)
- C. Request the Governing Board to approve the Budget Development Calendar for the 2019-2020 School Year (pages 208-209)
- D. Request the Governing Board to approve the Agreement with Roxanne Ansolabehere for IT Systems Support Services from January 2019 through December 2019 (pages 210-215)
- E. Request the Governing Board to approve the MOU with JPA Members for an Ongoing Joint Powers Authority for Participation in the Career Technical Education Incentive Grant (CTEIG) Program (pages 216- 218)
- F. Request the Governing Board to approve the MOU with Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2018-2019 School Year (pages 219-221)

**X. Superintendent's Report**

**XI. Communications**

- A. Letter from the Alameda County Office of Education regarding the First Interim (pages 222-223)

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

- A. Public
- B. ROP Governing Board

**XIII. Recess to Closed Session**

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

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

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

**XV. Adjournment**





**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Bernie Phelan, Director of Educational Services  
**SUBJECT:** Presentation of ROP Student of the Month Awards

## BACKGROUND

The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

## CURRENT SITUATION

The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as ROP students of the month for February:

Derriona Martin	Arroyo High	Careers in Education
Julianna Lugo	Mt. Eden High	Careers in Education
Nathaniel Moreno	Mt. Eden High	Welding Technology
Caden McWilliams	Hayward High	Automotive Refinishing
Juliana Song	San Leandro High	Entrepreneurship

## RECOMMENDATION

Information only

# Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board  
December 6, 2018**

**I. Call to Order**

Board President, Peter Oshinski, called the meeting to order at 5:45 p.m. on Thursday, December 6, 2018 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	
Dr. Robert Carlson, Member	Hayward USD	arrived at 5:47
Penny Peck, Alternate	San Lorenzo USD	

Eden Area ROP Governing Board Absent:

Dot Theodore, Vice-President	Castro Valley USD
Marilyn Stewart, Member	San Lorenzo 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:

Charles Bunbury	Medical Careers Program Instructor
Kent Doan	Cybersecurity Program Instructor
Gabriela Juarez	Superintendent's Executive Assistant
Sarah Lawrence	Career Counselor
Deborah Maynard	Teacher on Special Assignment
Marlene McDowell	First Responders Program Instructor
Daniel Pareja	Auto Refinishing Program Instructor
John Peters	First Responders Program Instructor
Jose Sanchez	Auto Technology Program Instructor

Others Present:

Students of the Month and their families	
Brandon Waldren, CPA Partner	Vavrinek, Trine, Day & Co., LLP

**III. Pledge of Allegiance**

Leland Thomas led the Pledge of Allegiance.

**IV. Mission Statement**

Germaine Martinez read the Eden Area ROP mission statement.

## V. Approval of Agenda

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

AYES: 3 (Carlson, Oshinski, Peck)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2 (Stewart, Theodore)

## 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 December 2018:

Suzanna Herrera	Arroyo High	First Responders
Leland Thomas	Castro Valley High	Automotive Technology
Germaine Martinez	Hayward High	Cybersecurity
Alex Rosales	San Leandro High	Medical Careers
Logan Heckman	East Bay Arts	Culinary Science

Sarah Lawrence, 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 Robert Carlson moved to approve the Consent Calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of November 1, 2018
- B. Approve the Bill Warrants
- C. Approve the Personnel Action Items
- D. Approve the Agreement with Sonia Elgar for Purchasing and Accounts Receivable Services for the 2018-2019 School Year

Trustee Penny Peck seconded the motion.

AYES: 3 (Carlson, Oshinski, Peck)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2 (Stewart, Theodore)

## **VIII. Information Items**

### **A. ROP Pathway Review-System Diagnostics & Service**

Mr. Jose Sanchez presented information on the System Diagnostics and Service pathway. Mr. Sanchez teaches the Automotive Technology Program. He shared that the program has just completed its NATEF (National Automotive Technicians Education Foundation) certification and is certified through 2023. Mr. Sanchez reported that his enrollment for morning and afternoon is 57 students. He noted that high enrollment highlights the trend of increase demand of this skilled labor. Students spend the majority of class time in the shop where they get hands on learning through various tasks assigned to them. In addition, the program provides many work based learning opportunities that includes presentations from experts in the field, field trips, job shadowing and work experience through co-ops. The Auto Technology program is articulated with Chabot College, Las Positas and UTI.

### **B. ROP Pathway Review-Structural Repair & Refinishing**

Mr. Daniel Pareja presented information on the Structural Repair and Refinishing pathway. Mr. Pareja teaches the Automotive Refinishing Program. He shared the curriculum for the program which includes estimating, damage analysis, paint removal, metal finishing, sheet metal fabrication, rust repair, corrosion protection, masking, paint prep, spraying color, wet sanding, buffing, final clean for delivery and shop maintenance.

Several of his students have continued onto post-secondary, obtained internships and secured high-wage employment. Some of recent graduates have been hired at Gillig, Tesla, Service King, Wilma's and Caliber's Collision. Mr. Pareja shared photos of different projects, SkillsUSA competitions winners, work based learning opportunities and a student receiving \$29,000 award for tuition.

Mr. Pareja concluded his report by having two former students share their success stories post ROP. Both students, 21 years old, moved up the ladder quickly and are paid high wages.

### **C. Fall Advisory Committee Meetings**

Mr. Bernie Phelan, Director of Educational Services, shared that on November 7, 2018, the Eden Area ROP held its annual Fall Advisory Committee meetings at the San Leandro Senior Center. This year there were 150 attendees which included 50 ROP teachers, 85 business partners, 15 facilitators and that covered 18 pathways across the business sectors.

Staff requested feedback after last year's Advisory Committee meeting and based on that feedback made some adjustments to this year's meeting. There were several new additions including requesting commitment letters from business partners. This provides the opportunity to have consistency with the same business partners to develop and build strong relationships. We started a facilitator training to teach district partners and ROP instructors on how to run the meeting. The next step for the training is to reach out to the district contracted teachers to train them how to lead their own pathway meeting. The final adjustment was to add additional time to allow people time to eat and collaborate without interruptions.

## **IX. Action Items**

### **A. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2018**

Marites Fermin, Business Manager, introduced Brandon Waldren, independent auditor, to discuss the auditor's report.

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Penny Peck, the Governing Board approved the annual independent auditor's report for the fiscal year ending June 30, 2018.

AYES: 3 (Carlson, Oshinski, Peck)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2 (Stewart, Theodore)

### **B. Request the Governing Board to approve the 2018-2019 First Interim Budget Report**

Marites Fermin, Business Manager, presented the 2018-2019 First Interim Budget Report.

Upon review of and a motion by Trustee Penny Peck and a second by Trustee Robert Carlson, the Governing Board approved the 2018-2019 First Interim Budget Report.

AYES: 3 (Carlson, Oshinski, Peck)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2 (Stewart, Theodore)

## **X. Superintendent's Report**

Linda Granger, Superintendent, reported that we will be having our first sophomore tour on Friday. Sophomore tours are our prime recruiting tool to expose students to the programs we offer at the center.

She attended the CSBA conference the previous week. She got to learn about what's happening statewide and hopes to use the information to be more effective in her role as a Superintendent and working with the Board.

Staff is rigorously working on preparing to apply for the 2 education grants that are coming soon. The CTE Incentive Grant Program is operated by the California Department of Education and provides \$150 million statewide for the encouragement and maintenance of CTE. The Strong Workforce Grant also has \$150 million to support CTE, but it is administered by the Chancellors Office.

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

**A. Public**

None

**B. Governing Board Reports**

None

**XII. Adjournment**

Upon a motion by Trustee Penny Peck and a second by Trustee Robert Carlson, the Governing Board adjourned the meeting at 7:20 p.m.

AYES: 3 (Carlson, Oshinski, Peck)  
NOES: 0  
ABSTAIN: 0  
ABSENT: 2 (Stewart, Theodore)

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

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



**DATE:** February 7, 2019  
**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 November 14, 2018 through January 17, 2019 and include test warrant numbers and voided warrants.

#### **CONSENT CALENDAR**





**DATE:** February 7, 2019  
**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.

### **CONSENT CALENDAR**



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Listed  
Donations-Chabot College Dental Hygiene Program

## **BACKGROUND**

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

## **CURRENT SITUATION**

On January 7, 2019, Chabot College Dental Hygiene Program donated four dental operator chairs with lights to the Eden Area ROP Dental Assisting Program.

A letter of acceptance will be sent to all donors.

## **CONSENT CALENDAR**



**DATE:** February 7, 2019  
**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 January 1, 2019 as specified by Education Code 35186 (d).

## **CONSENT CALENDAR**

**Quarterly Report on Williams Act Complaints**

[Education Code 35186 (d)]

Report through: January 1, 2019

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

Quarterly Report Submission (check one)→

Date: January 1, 2019

- ☒ January 2019  
☐ April 2019  
☐ July 2019  
☐ October 2019

Date for information to be reported publicly at the Governing Board meeting: February 7, 2019

Please check the box that applies:

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

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

Publicly reported at the Governing Board meeting on: February 7, 2019

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Linda Granger, Superintendent



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**FROM:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

The agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2018-2019 school year was approved on May 3, 2018 by the Governing Board. On June 8, 2018 the Governing Board approved a revision to the trainer compensation model based on how the ROP was reimbursed by the Fresno HUB. The ROP was only reimbursed per the number of students that take the training and complete the end of training exam.

A second revision is being requested to add Section 4a to the agreement to list the per student rate for the challenge test. The rate for the challenge test is different from the rate for training. This revision is to align the compensation rate for the challenge test proportionally to the established training rate.

## **CONSENT CALENDAR**

## **AGREEMENT FOR SERVICE**

**THIS AGREEMENT FOR SERVICE** (this "Agreement") for the 2018-2019 School Year.

### **BETWEEN**

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

### **OF THE FIRST PART**

### **-AND-**

Abraham Hill  
(the "Service Provider")

### **OF THE SECOND PART**

#### **BACKGROUND:**

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

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

#### **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
  - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

- 2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
  - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
  - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for

the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

### **Reimbursement of Expenses**

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

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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



### **Return of Property**

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

### **Assignment**

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

### **Capacity/Independent Contractor**

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

### **Modification of Agreement**

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

### **Notice**

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
  - a. Eden Area ROP  
26316 Hesperian Blvd, Hayward, California, 94545  
Fax Number: (510) 293-8325
  - b. Abraham C. Hill Jr.

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

### **Costs and Legal Expenses**

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

### **Time of the Essence**

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

### **Entire Agreement**

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

### **Limitation of Liability**

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

### **Indemnification**

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

### **Inurement**

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

### **Currency**

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

### **Titles/Headings**

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

### **Gender**

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

### **Governing Law**

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

### **Severability**

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

### **Waiver**

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

### **Additional Provisions**

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

\_\_\_\_\_  
Abraham Hill

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Lang, Eden Area ROP  
Director of Adult Programs

\_\_\_\_\_  
Date



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**FROM:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Revised Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year

## **BACKGROUND**

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

## **CURRENT SITUATION**

The agreement between the DSP Proctor, Cindy Christovale, and the Eden Area ROP to provide training for the 2018-2019 school year was approved on May 3, 2018 by the Governing Board. On June 8, 2018 the Governing Board approved a revision to the trainer compensation model based on how the ROP was reimbursed by the Fresno HUB. The ROP was only reimbursed per the number of students that take the training and complete the end of training exam.

A second revision is being requested to add Section 4a to the agreement to list the per student rate for the challenge test. The rate for the challenge is different from the rate for the training. This revision is to align the compensation rate for the challenge test proportionally to the established training rate.

## **CONSENT CALENDAR**

## **AGREEMENT FOR SERVICE**

**THIS AGREEMENT FOR SERVICE (this "Agreement")** for the 2018-2019 School Year.

### **BETWEEN**

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

### **OF THE FIRST PART**

### **- AND -**

Dr. Cindy Christovale  
(the "Service Provider")

### **OF THE SECOND PART**

#### **BACKGROUND:**

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

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

#### **Services Provided**

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
  - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
- c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.
- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

- 2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, 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. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
  - a. Different from the normal training session's rate, the challenge test per student rate is \$31.25.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the

Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

### **Reimbursement of Expenses**

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

### **Confidentiality**

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

### **Non-Competition**

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

### **Ownership of Materials**

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

### **Return of Property**

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

#### **Assignment**

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

#### **Capacity/Independent Contractor**

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

#### **Modification of Agreement**

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

#### **Notice**

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:
  - a. Eden Area ROP  
26316 Hesperian Blvd, Hayward, California, 94545  
Fax Number: (510) 293-8325
  - b. Dr. Cindy Christovale

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

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

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any



other damages or award, all reasonable legal costs and fees associated with the action.

### **Time of the Essence**

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

### **Entire Agreement**

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

### **Limitation of Liability**

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

### **Indemnification**

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

### **Inurement**

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

### **Currency**

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

### **Titles/Headings**

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

### **Gender**

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

### **Governing Law**

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

### **Severability**

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

### **Waiver**

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

### **Additional Provisions**

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

\_\_\_\_\_  
Dr. Cindy Christovale

\_\_\_\_\_  
Date

\_\_\_\_\_  
Craig Lang, Eden Area ROP  
Director of Adult Programs

\_\_\_\_\_  
Date



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Burnham Benefits Insurance Services for Employer Reporting Services for the 2018-2019 School Year

## **BACKGROUND**

With the passage of the Affordable Care Act, employers with over 50 employees are required to file annual information returns that provide information about health plan coverage via the completion of a form 1095.

## **CURRENT SITUATION**

The 2018 tax year is the first year in which Eden Area ROP has met the threshold of at least 50 employees, and therefore, is required to provide health care coverage information to employees for tax purposes. To assist us in adhering to this requirement, we have contracted with Burnham Benefits Insurance Services.

Fiscal Impact: \$3,600 from the general fund.

## **CONSENT CALENDAR**

## Employer Reporting Services Agreement

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This Agreement ("Agreement") is between Eden Area ROP ("Client") and Burnham Benefits Insurance Services ("Burnham"), and is effective as of November 1, 2018.

Burnham has entered into an End User License Agreement ("EULA") with Jellyfish Code, Inc. for license rights to a software product, which includes computer software and may also include associated media, printed materials, and "online" or electronic documentation ("Software Product"). The Software Product is a Microsoft Excel spreadsheet designed to collect the necessary data to complete an Internal Revenue Service ("IRS") Form 1095-C, and accompanying transmittal Form 1094-C (collectively, "Form 1095-C"). The spreadsheet contains macros designed to simplify editing and maintenance of Form 1095-C data. The software license also covers use of a proprietary desktop application that uses an Excel Spreadsheet to automatically fill out and complete a Form 1095-C.

### **Scope of Services to be Provided by Burnham**

Pursuant to the EULA, Burnham is authorized to install and use the Software Product for the purpose of assisting Client in complying with certain reporting and disclosure requirements under Internal Revenue Code ("Code") Section 6056 to satisfy the Form 1095-C filing and disclosure requirement for the 2018 calendar year ("2018 Services"). The 2018 Services include printing and distribution of Form 1095-Cs.

Upon execution of this Agreement, Burnham shall provide Client with a specified timeline to provide the data needed by Burnham in order for Burnham to guarantee timely performance of the 2018 Services.

Burnham's 2018 Services are not intended to constitute legal or tax advice.

### **Client's Responsibilities**

Client agrees to timely provide Burnham with the necessary data and records that Burnham requires to perform the 2018 Services under the terms of the Agreement. The timeframe for Client to provide the necessary information will be as follows to ensure timely completion of the 2018 Services by Burnham.

- Preliminary submission by November 15
- Final submission no later than December 15

Client is responsible for ensuring data and records are accurate, complete, and timely provided to Burnham and that the Forms generated by the Software Product are true and accurate. Client will promptly review all Forms generated by the Software Product in connection with the 2018 Services and promptly notify Burnham of any errors, omissions, or discrepancies with Client's records. Burnham makes no warranties, express or implied, in fact or in law, that the Forms generated by the Software Product are correct and accurate.

Client, not Burnham, is solely responsible for complying with the requirements of Code Section 6056, including its filing and disclosure deadlines, and any other legal or tax requirements related to this Agreement, including but not limited to printing the Forms 1095-C, distributing them to its full-time employees, and filing them with the IRS.

## Employer Reporting Services Agreement

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Client is responsible for retaining copies of all documentation received from, or provided to, Burnham in connection with the 2018 Services in accordance with the Client's business practices, and to the extent required by applicable law.

### Term

This Agreement becomes effective as of the date of the signing of the Agreement by Client and terminates upon the completion of the 2018 Services hereunder.

### **Confidentiality**

All sensitive information received from Client to perform the 2018 Services under this Agreement is agreed to be handled in a manner in the strictest confidence and consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines.

### **Disputes / Arbitration**

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Orange. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

### **Miscellaneous**

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

## Employer Reporting Services Agreement

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any Dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, to the extent such Dispute is resolved through arbitration or litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party, and shall be binding upon the successors and permitted assigns of each party.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

In WITNESS WHEREOF, the parties, by their duly authorized representatives, have entered into this Agreement, effective November 1, 2018.

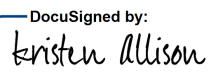
**Total Project Fee: \$3,600** *Billed in-full at start of project*

Client

  
Signature  
  
Title

11.20.18  
Date

**Burnham Benefits Insurance Services**

DocuSigned by:  
  
406B4093AABB437  
Signature  
President and CEO  
Title

11/26/2018 11:46:10 AM PST  
Date



**DATE:** February 7, 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 Envoy Plan Services, Inc (Envoy) as a Third Party Administrator (TPA) for Ongoing Tax Sheltered Annuities, Retirement Plan Compliance, Administration and Consulting Services

### **BACKGROUND**

Envoy has been the Eden Area ROP's Third Party Administrator (TPA) for the past few years. It has administered the District 403(b), Roth 403(b) and 457(b) programs, in compliance with rules and regulations issued by the Internal Revenue Service (IRS). MidAmerica Retirement solutions, Inc. (MidAmerica) has been processing Envoy's back office operational activities on behalf of Envoy. Recently MidAmerica decided to exit the TPA business.

### **CURRENT SITUATION**

Due to the exit of MidAmerica, Envoy has signed an agreement with TSA Consulting Group (TSACG) to provide for their back office support. This transition will not result in any change in fee structure, but minor changes to processes and procedures for all participants. Attached is the new agreement and advisory letter from Envoy detailing the changes.

### **CONSENT CALENDAR**





Robert F. Hornaday  
President  
800-248-8858 Ext. 250  
rhornaday@envoyplanservices.com

October 15, 2018

**RE: CHANGES RELATED TO ENVOY PLAN SERVICES, INC.**

Dear Client,

We have recently been advised that MidAmerica Retirement Solutions, Inc. (MidAmerica) has made the decision to exit the 403(b) and 457 Third Party Administration (TPA) business to focus on their core lines of business: APPLE (Alternative to Social Security), Special Pay, Health Reimbursement Arrangements, and GASB 74/75 OPEB Trusts.

As you are aware, MidAmerica has been processing the back office daily operational activities on behalf of Envoy Plan Services (Envoy) and has done a wonderful job in servicing all of Envoy's clients for many years. However, due to their decision we are excited to advise you that we have signed an agreement with TSA Consulting Group (TSACG) to provide the back office support for Envoy. This new collaboration means that over 2300 public school employers nationwide will be receiving TPA services from Envoy and/or TSACG. TSACG, based in Ft. Walton Beach, Florida, was formed in 1996 and is privately owned and operated with their only line of service being the 403(b) and 457 TPA business. They are not associated with any investment company and like Envoy focuses completely on the administration and compliance of our clients' retirement plans and not on the sale of investment products.

As many of you know, I founded Envoy in 1997 and am pleased to tell you that I still own Envoy today. Over the next few months I and my team at Envoy in partnership with both MidAmerica and TSACG will be working to transfer the back office operations from MidAmerica to TSACG for a successful transition.

The transition to Envoy/TSACG will not result in any changes to the fee structure and will only result in minor changes to processes and procedures for you and your participants. In fact, through the efficiencies obtained by TSACG's custom built administration systems, processing times will be compressed, and your payroll staff will enjoy a more streamlined payroll process.

The transition has been designed so that your administrative staff will see very few changes. We anticipate that the only changes for our clients are new instructions on remittance of funds and that your employees and payroll staff will have some new names to work with. We do not believe that your other employees and plan participants will notice any immediate changes. Our toll-free numbers for both customer service and for faxing of information to Envoy will remain the same as will many of our current forms and materials.

Envoy Plan Services, Inc.  
23052-H Alicia Parkway #605, Mission Viejo, CA 92692  
[www.envoyplanservices.com](http://www.envoyplanservices.com)



**Changes Related to Envoy Plan Services, Inc.**

In a fairly short period of time, you will see that as a result of Envoy teaming with TSACG new service enhancements will be rolling out. We anticipate that some of these enhancements will include the following:

**Improved Participant Experience**

- 1.) Quicker turnaround of payroll files due to scale and relationships with investment providers resulting in remittances being deposited into employee's accounts quicker. E.g., some investment providers will allow TSACG to ACH funds where they required a more manual process of MidAmerica previously.
- 2.) Increased automation due to technology will allow for faster turnarounds on electronic remittances.
- 3.) Increased communication with plan participants (that provide email address) on transaction statuses.
- 4.) Increased aggregation of employer and investment provider data which provides for more timely approval of distributions.
- 5.) Increased education / communications for plan participants.

**Improved Client Experience**

- 1.) Easier process for managing payrolls through TSACG's common remitter.
- 2.) Quicker turnaround of payroll files and faster processing of contributions due to relationships with investment providers.
- 3.) Increased overall plan compliance through the aggregation of employer and investment provider data (participants with multiple investment providers or in multiple plans serviced by TSACG).

You will soon receive a follow-up communication regarding the timeline and implementation of the integration of services for your plan.

We thank you for your dedication and trust in us to provide administrative and compliance services for your 403(b)/457 plan. We look forward to working with you to successfully transition your plan to Envoy/TSACG's services.

In the meantime, if you have questions please contact either me directly at 800-248-8858 Ext. 250 or by email at [rhornaday@envoyplanservices.com](mailto:rhornaday@envoyplanservices.com) or Shari King at 800-248-8858 Ext. 251 or by email at [sking@envoyplanservices.com](mailto:sking@envoyplanservices.com).

Kindest Regards,



Robert Hornaday  
President

## THIRD PARTY ADMINISTRATION SERVICES AGREEMENT

This Third Party Administration Services Agreement (“Agreement”) is made and entered into as of February 1, 2019 (“Effective Date”) by and between **Eden Area ROP** (“Client”) and **Envoy Plan Services, Inc.** (Envoy) will provide the retirement plan compliance, administration and consulting services under this Agreement

### RECITALS

Client is a governmental agency or other organization exempt from taxation under Section 501(C) (3) of the Internal Revenue Code (“Code”);

Client has adopted retirement plans that shall meet the requirements of Internal Revenue Code (“IRC”) Sections 403(b) or 457(b) of the Code, and which shall be exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”);

Client desires specialized, compliance, administrative and consulting services for its employee retirement plans; and;

Client desires to obtain the services provided by Envoy as set forth below.

### 1. TERM

The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall continue for three (3) years (Initial Term”). On each anniversary date the term of this Agreement shall be extended automatically for an additional year unless either party gives the other written notice of its intent not to extend the term at least sixty (60) days before such anniversary date.

### 2. SERVICES

- A. Envoy shall provide the services described in Exhibit A, attached to and incorporated into this Agreement (“Envoy Services”).
- B. The relationship of Envoy and Client shall be that of independent contractors and each shall at all times remain responsible for their respective operational and personnel expenses. Except as may be expressly set forth in or contemplated by this Agreement, under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage; and no party shall have the right to act on behalf of the others, or to bind the others to any contract or obligation.
- C. Envoy shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

- D. Envoy also reserves the right to engage independent contractors and/or subcontractors, as necessary, to assist it in performing the Envoy Services.
- E. Envoy shall not act as a fiduciary as the term is described in Section 3(21) of ERISA.
- F. The Envoy Services shall be performed as though Client maintained only those Plan(s) identified in Exhibit A ("Plan(s)").
- G. Client shall retain sole responsibility and authority for the Plan(s), except for those services delegated to Envoy in this Agreement.
- H. Envoy's services are of a consulting nature only. Under no circumstance shall Envoy act as Client's attorney, or accountant, nor are the Envoy Services to be construed or interpreted as representing professional legal or accounting opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own accountant or financial advisor on all tax and accounting matters relating to its operations.
- I. It is understood and acknowledged that Envoy uses a third-party contractor, MidAmerica Administrative & Retirement Solutions, Inc. (MidAmerica)) to perform some of the administration services for the Plan; and references to Envoy in this Agreement shall be considered to represent Envoy and MidAmerica.
- J. The Envoy Services are non-exclusive and Envoy reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.
- K. Envoy shall maintain written records of all Envoy Services provided. All such records shall be in compliance with any applicable statute or regulation. Upon receipt of a written request from the Client, Envoy shall make available for the Client's copying and review during normal business hours all records in its possession or control relating to the provision of the Envoy Services.

### **3. EMPLOYER'S DUTIES AND RESPONSIBILITIES**

- A. Client's responsibilities with respect to the Envoy Services are as outlined Exhibit B.
- B. Client shall provide accurate and timely information regarding plan participants to Envoy and/or the trustee/custodian of each Plan. Client shall also provide a download of employee census, contribution data and other information as requested by Envoy to facilitate the services provided by Envoy under this Agreement.
- C. Client shall provide Envoy with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary to perform the Envoy Services, including without limitation, copies of all reports, correspondence and communications sent or furnished by any trustee/custodian to Client and its employees, and any information about the Plan(s).
- D. Envoy shall not be responsible for any delay in performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information in a timely manner.

- E. Client represents and warrants that all information provided to Envoy by Client, or Client's outside representatives (e.g., Client's accountant's, attorneys, advisors, etc.) shall be complete, accurate and current, and that Envoy may rely upon such information. Client shall bear the cost of any and all record corrections that are the result of any inaccuracy or delay in the information provided to Envoy.

#### **4. COMPENSATION**

Envoy shall receive compensation for the Services rendered pursuant to this Agreement in the manner described in the attached Exhibit C.

#### **5. INSURANCE**

Envoy shall procure and maintain during the Term the minimum insurance coverages set forth below. Certificates of insurance shall be provided to Client upon Client's request.

- (1) Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- (2) General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- (3) Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

#### **6. INDEMNIFICATION**

- A. If any party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching parties, their respective officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach.
- B. Envoy agrees to indemnify the Client for penalties and interest payments imposed by the Internal Revenue Service, the Department of Labor or any other regulatory agency as a direct result of the services provided under this Agreement, so long as the information provided by the Client, its agents, employees, and representatives is materially accurate and complete. Envoy shall not be required to indemnify Client for any tax withholding liability.
- C. Envoy is not obligated to indemnify the Client for: (i) the acts or inactions of the insurance company, custodian or trustee ("Vendors/Providers") under the Plan(s) unless such acts or inactions result from acts or inactions of Envoy as described above, with respect to which Envoy has an obligation to indemnify the Client; (ii) for losses or damages resulting from the Client's conduct of its responsibilities as plan sponsor except to the extent that the Client has delegated such responsibilities to Envoy; or (iii) for the Client's inaccurate representation or the improper execution of reasonable requests, decisions, instructions or documentation as communicated to the Client by Envoy.

- D. Client shall indemnify and hold harmless Envoy and any Envoy subcontractor for any claims, losses, liabilities, costs or expenses (other than those attributable to any claim for breach of any copyright) resulting from the continued use by Client of any plan documents or related materials prepared by Envoy after the termination of this Agreement for any reason, except to the extent any such claims, losses, liabilities, costs or expenses arose due to an error in a Plan document that occurred prior to such termination date and not as a result of a change required after such termination date.

## **7. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. The total liability of Envoy under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

## **8. DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Envoy (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If one party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Envoy, and their respective agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Orange, California. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).
- C. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

## **9. TERMINATION**

A. This agreement may be terminated upon one of the following events:

- i. By the non-breaching party following a breach of this Agreement by a party that is not cured within thirty (30) days following receipt of written notice of the breach from a non-breaching party. If the breach cannot be cured within thirty (30) days then the breaching party shall have such time as is reasonably necessary to cure the breach, provided that, in no event shall the time to cure extend beyond ninety (90) days.
- ii. The loss of any license or registration by Envoy that is necessary to provide the services under this Agreement;
- iii. The dissolution or insolvency of one of the parties;
- iv. The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition); or
- v. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement.

B. In the event that a transition period is required upon termination of this Agreement, Client shall pay Envoy for any services provided during the transition period at a price to be mutually agreed upon by the parties. The parties shall use their best efforts to complete the transition of services in an expeditious and timely manner.

## **10. PROPRIETARY INTERESTS**

Envoy shall retain the copyright (including the right to secure and maintain the copyright, trademark or patent) and the sole right of ownership to the form or format of any schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Envoy in performing the Envoy Services and provided to Client in any media whatsoever. Client shall, however, remain the owner of any Client data or information that was provided to Envoy for the performance of the Services. Any deliverable created by Envoy for Client shall be used for Client's internal purposes and shall not be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

## **11. MARKETING**

Envoy may use Client's name in its representative client list, but shall obtain Client's written consent before using Client's name for any other purpose.

## **12. CONFIDENTIALITY**

- A. Envoy acknowledges that in the course of providing the Envoy Services, it may receive confidential information relating to the Client's employees. Envoy, and its agents or affiliates, agree not to use such information beyond the purpose for which it was provided and not to disclose such confidential information to other parties, other than its agents or affiliates, the plan record keeper and plan trustee/custodian, or any other entity as required to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Client or affected employee. Additionally, Envoy, as appropriate, agrees to take such action as may be reasonably required to secure such confidential information from misuse or unauthorized disclosure.
- B. The parties acknowledge that they may receive certain information with respect to the business practices and records of the other party ("Confidential Information"). The parties agree that all Confidential Information is proprietary and confidential and shall not be disclosed or used for any purpose other than as necessary in connection with this Agreement, unless such disclosure is required pursuant to an order of a court of competent jurisdiction, by law, or both parties agree in writing to such disclosure. The confidentiality and non-disclosure obligations of this Section shall survive termination of this Agreement. The parties further agree that Confidential Information will remain the property of the party furnishing the Information and to return the Confidential Information and all copies thereof to the furnishing party upon request or upon termination of this Agreement.
- C. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential Information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- D. Neither party shall be deemed to be in breach of this Section 12 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

## **13. OTHER RELATIONSHIPS**

Envoy, and/or its affiliate may provide services for other entities that also provide services for and/or contract with the Client and/or the Plan(s). To the extent that such services are provided, Envoy and/or its affiliates, as appropriate, will be separately compensated for those services.

## **14. GENERAL**

- A. This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

- B. The obligations of this Agreement (other than obligation of Envoy to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement. Additionally, Client will remain obligated to pay for any service that was performed through the date of termination and any service rendered after contract termination during a transition period.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement or claim related to the Envoy Services may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances, and full performance shall resume once the cause of the delay has abated.
- G. Neither party shall have any authority to incur any expense or obligation of any kind or nature in the name of or on behalf of the other party, without express written authority.
- H. The terms and conditions of this Agreement apply to the parties, their heirs, executors, administrators, successors and assigns.
- I. This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.
- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.
- K. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later direct. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail courier, electronic mail, or fax. Notice shall be effective when



delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be given as of the next business day.

<u>Eden Area ROP</u>		<u>Envoy Plan Services, Inc.</u>	
<b><u>Signature:</u></b>		<b><u>Signature:</u></b>	
<b><u>By:</u></b>	Marites Fermin	<b><u>By:</u></b>	Shari King
<b><u>Title:</u></b>	Business Manager	<b><u>Title:</u></b>	CFO/COO
<b><u>Address:</u></b>	26316 Hesperian Blvd	<b><u>Address:</u></b>	23052-H Alicia Parkway #605
	Hayward, CA 94545		Mission Viejo, CA 92692
<b><u>Telephone:</u></b>	(510)293-2906	<b><u>Telephone:</u></b>	(800) 248-8858
<b><u>Fax:</u></b>	(510) 293-8325	<b><u>Fax:</u></b>	(800) 300-7313

**EXHIBIT A**  
**ENVOY SERVICES**

Envoy will provide the following Envoy Services as designated by the Client below for the following Plan(s):

☒ **Governmental IRC Section 403(b) Plan: All Approved Vendors/Providers**

☒ **Governmental IRC Section 457(b) Plan: All Vendors/Providers Identified in Exhibit D**

**Governmental IRC Section 403(b) Plan**  
**All Vendors/Providers and all Annuity and Custodial Accounts**

Envoy shall provide, but are not limited to, providing the services listed below as Third Party Administrator for the IRC 403(b) Plan ("Plan"):

Accept ☒ Decline ☐

Compliance Review and Update. Envoy will perform an initial review of the documents and any written practices and procedures of the Client's Plan and operational practices for complying with Section 403(b) of the Internal Revenue Code ("Code") of 1986 of the Code, as amended from time to time. Envoy shall make recommendations to Client for review by Client and will implement such remedial measures as permitted under the Code. Envoy will provide Client with information relating to changes in the Code and supporting regulatory guidance that affect the Plan.

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Administration, Operation and Compliance Services. Envoy agrees to assume the responsibilities of performing the administrative and compliance duties that otherwise are the Client's responsibility for the proper administration of the Plan. Envoy shall perform those duties of Third Party Administrator ("TPA") and shall administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the procedures established by federal and state regulations, the Client and/or the specific terms of any applicable document and/or agreement. Envoy shall administer the Plan in accordance with their terms and shall construe the terms of the Plan and address all questions regarding the Plan. Envoy may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner.

### Envoy Services

- ◆ Establish/re-state and maintain Plan Document and related documents for the Plan
- ◆ Establish and perform administration and compliance procedures
- ◆ Common Remitting
- ◆ Interface with payroll personnel
- ◆ Work directly with employee, vendor and financial representative
- ◆ Provide customer service support for plan sponsor and Plan participants
- ◆ Provide a secure Internet website for access to information, forms and the transfer of information and data
- ◆ Assist Client in preparing for and/or responding to governmental inquiries and/or IRS audits relating to the Client's 403(b) Plan (Envoy's services do not include legal representation of the Client.)
- ◆ Establish and perform participation eligibility compliance procedures
  - Eligibility and participation in the Plan
  - Universal Availability Rule
  - 403bCompare.com compliance
- ◆ Receive, review and certify employee's eligibility for:
  - Hardship withdrawals
  - Monitor suspension of deferrals for hardship withdrawals
  - Loans
  - Coordinate with vendors for loan repayments, distributions and tax reporting
  - In-service distributions
  - Separation from service distributions
  - Contract Exchanges and Plan-to-Plan transfers
  - Rollovers
  - QDRO distributions and transfers
  - Distributions to properly correct excess deferrals
  - Rollovers to STRS & PERS to purchase service credit
  - Limitation Testing – Basic, Age 50+, and 15-Year Catch-up if applicable
  - Ordering Rule monitoring if applicable
  - Recordkeeping maintained on operations

Accept ☒ Decline ☐

Service Provider Agreements. Envoy will coordinate the distribution and collection of new service provider agreements, and any other agreements that may be necessary, with all 403(b) investment option providers that are registered on the California 403bCompare.com web site. Envoy will facilitate the collection of the provider agreements and act as the Client's liaison to answer questions and inquiries from providers regarding distribution and collection of agreements between the Client and the providers. Envoy may suspend or terminate any Provider's privileges as an approved provider under the Plan, if Provider does not comply with federal and state regulations and the procedures established by the Client and/or Envoy, or the terms of the appropriate agreements with providers.

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Common Remitting Services. Envoy agrees to assist Client to establish any procedures necessary to share secure employee data and to receive Plan contributions and loan payments for the Plan via electronic format. Each pay period, Client will remit retirement Plan contributions for the benefit of its employees, and loan repayments if applicable, for the Plan to Envoy made payable to Envoy Plan Services via ACH or Fed Wire, or by check; and Client will provide Envoy an Excel or other electronic file of employee data from Client's payroll system via secure electronic transmission. Envoy agrees that contributions and loan repayments remitted to Envoy shall be promptly transmitted to the providers of the investment options selected by the individual participants (usually within two (2) business days). Common Remitting Services include:

- ◆ Interface with Client's payroll staff
- ◆ Interface with providers regarding the distribution of Plan participant contributions
- ◆ Provide contribution data to providers via secure transmission to the Envoy secure website
- ◆ Work with the providers to correct excess deferrals
- ◆ Process payroll re-directs
- ◆ Information Sharing Agreement Data

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Salary Reduction Agreement Processing. Envoy will receive and process all Salary Reduction Agreements ("SRA") for all participants of the Plan in compliance with state and federal regulations. Envoy will provide to Client changes to employee's payroll as a result of SRAs submitted by Client's employees. For each payroll period Envoy will timely submit to Client, an employee salary reduction data file in a format agreed upon by Envoy and Client, via secure electronic transmission, to be used by Client to update its payroll system for each specified pay period of the Client. Envoy agrees to assist Client in establishing the procedures described above, and to assist Client's employees in the completion of SRA. SRA processing includes:

- ◆ Provide a customized SRA form, available on the Envoy secure website,
- ◆ Coordinate with Plan participants and providers regarding the completion of submitted SRA
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRAs

Accept ☒ Decline ☐

Employee Education and Communication. Envoy will assist Client in educating its employees about the Plan and in managing employee questions and communications. Specifically, Envoy shall do the following:

- ◆ Create a customized orientation package for new employees
- ◆ Establish a customized section on Envoy's web site that includes:
  - Forms
  - Procedures
  - All vendors/providers for your plan
  - Internet links and related information
  - Financial education
  - Retirement calculators
  - Educational videos

- ◆ Maintain a toll-free question and answer hotline for employees
- ◆ Establish an employee education program and make available onsite voluntary educational workshops.

## Governmental IRC Section 457(b) Deferred Compensation Plan

Accept ☒ Decline ☐

Plan Administration. Envoy agrees to assume the responsibilities of performing the administrative and compliance duties that otherwise are the Client's responsibility for the proper administration of the 457(b) Deferred Compensation Plan ("Plan"). Envoy shall perform those duties of Third Party Administrator ("TPA") and shall administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the procedures established by federal and state regulations, the Client and/or the specific terms of any applicable Plan document and/or agreement. Envoy shall administer the Plan in accordance with their terms and shall construe the terms of the Plan and address all questions regarding the Plan. Envoy may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner.

- ◆ Establish/re-state and maintain Plan Document and related documents for the Plan
- ◆ Establish and perform administration, operational and compliance procedures
- ◆ Establish eligibility and participation procedures
- ◆ Receive and process all Salary Reduction Agreements (SRAs)
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRA
- ◆ Common Remitting
- ◆ Correct excess contributions
- ◆ Work directly with Client, employees and provider(s)
- ◆ Provide customer service support
- ◆ Assist Client in preparing for and/or responding to governmental inquiries and/or IRS audits relating to the Client's 457(b) Plan (Envoy's services do not include legal representation of the Client.)
- ◆ Receive, review and certify employees' eligibility for:
  - Unforeseeable Emergency Withdrawals
  - Loans
  - Coordinate with trustee for loan repayments, distributions and tax reporting
  - In-service distributions
  - Separation from service distributions
  - Exchanges and transfers
  - Rollovers
  - QDRO distributions and transfers
  - Distributions to properly correct excess deferrals
  - Rollovers to STRS & PERS to purchase service credit
  - Limitation testing – Basic, Age 50+, and 3-Year catch-up
  - Recordkeeping maintained on operations

Accept ☒ Decline ☐

Common Remitting Services. Envoy agrees to assist Client to establish any procedures necessary to share secure, encrypted employee data and to receive Plan contributions and loan payments for the Plan via electronic format. Each pay period, Client will remit Plan contributions for the benefit of its employees, and loan repayments if applicable, for the Plan to Envoy made payable to Envoy Plan Services via ACH or Fed Wire, or by check; and Client will provide Envoy an Excel or other electronic file of employee data from Client's payroll system via secure electronic transmission. Envoy agrees that contributions and loan repayments remitted to Envoy shall be promptly transmitted to the providers of the investment options selected by the individual participants (usually within two (2) business days). Common Remitting Services include:

- ◆ Interface with Client's payroll staff
- ◆ Interface with providers regarding the distribution of Plan participant contributions
- ◆ Provide contribution data to providers via secure transmission to the Envoy secure website
- ◆ Work with the providers to correct excess deferrals
- ◆ Process payroll re-directs

Accept ☒ Decline ☐

Employee Education and Communication. Envoy will assist Client in educating its employees about the Plan and in managing employee questions and communications. Specifically, Envoy shall do the following:

- ◆ Create a customized orientation package for new employees
- ◆ Prepare participant notifications regarding contribution limits, catch-up opportunities and procedural changes
- ◆ Establish a customized section on Envoy's web site that shall include forms, procedures, all trustee contact information, Internet links and related information
- ◆ Maintain a toll-free question and answer hotline for employees
- ◆ Establish an employee education program intended to comply with California Government Code Sections 53216.5, 53216.6, and 53213.5(b); and make available onsite voluntary educational workshops

Accept ☒ Decline ☐

Salary Reduction Agreement Processing. Envoy will receive and process all Salary Reduction Agreements ("SRAs") for all participants of the Plan in compliance with state and federal regulations. Envoy will provide to Client changes to employee's payroll as a result of SRA submitted by Client's employees. For each payroll period Envoy will timely submit to Client, an employee salary reduction data file in a format agreed upon by Envoy and Client, via secure electronic transmission, to be used by Client to update its payroll system for each specified pay period of the Client. Envoy agrees to assist Client in establishing the technologies and procedures described above, and to assist Client's employees in the completion of SRAs. SRA processing includes:

- ◆ Provide a customized SRA form, available on the Envoy secure website,
- ◆ Coordinate with Plan participants and Trustee regarding the completion of submitted SRA
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRAs

**EXHIBIT B**  
**CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall provide Envoy the following information for all participants in any Plan for which Envoy is providing Envoy TPA services. Information shall be provided in an electronic format that is mutually agreeable to Envoy and the Client. The preferred format is an Excel file. This information is to be uploaded on the Envoy/Envoy secure website.
1. To be provided monthly:
- (a) Social Security number;
  - (b) Employee payroll name;
  - (c) Employee mailing address;
  - (d) Date of birth;
  - (e) Date of hire, and adjusted date of hire if applicable;
  - (f) Termination date;
  - (g) Certificated or Classified;
  - (h) Number of months paid annually;
  - (i) Annual gross salary;
  - (j) Employee and Client applicable contributions to 403(b), Roth 403(b), and/or 457(b) retirement plans per pay period, including name of provider/vendor;
  - (k) Employee work email address,
  - (l) Client/District name/code, if applicable;
  - (m) Loan repayment amounts, if applicable;
  - (n) Notification to Envoy of any loan, hardship withdrawal, and/or unforeseen emergency withdrawal from any 403(b) or 457(b) plan sponsored by the Client that is not administered by Envoy; and
  - (o) Such other information as may be required for Envoy to perform its services.
2. To be provided one time only – at the inception of services:
- (a) Employee and Client YTD contributions to the 403(b) and/or 457(b) retirement plan(s) for current calendar year.
- B. Client agrees to update Envoy as to any change in the information previously provided within 10 days after Client receives notification of such change, including management personnel and payroll staff changes.
- C. Client agrees to cooperate from time to time with the dissemination and collection of information to employees.



## EXHIBIT C COMPENSATION

**SINGLE BILLING:**      **Select and Initial One Option**  
**DUAL BILLING:**      **Select and Initial Two Options**

### **Option I – Fee Paid By Client**

Envoy's fees shall be paid by Client. Envoy's fee is \$2.50 monthly prorated for each month an participant has a salary deferral contribution to the 403(b) Plan not to exceed thirty (\$30.00) dollars annually; and a separate monthly charge for each month an employee has a salary deferral contribution to the 457(b) Plan not to exceed thirty (\$30.00) dollars annually; payable in quarterly installments. Envoy shall invoice Client quarterly in arrears for the fees. Envoy reserves the right to adjust its fees annually thereafter, and any such increase shall not require an amendment of this Agreement. Notice of a fee increase shall be communicated in writing to Client, and shall become effective as of the date indicated in Envoy's notice. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late.

**Option I accepted:** \_\_\_\_\_

### **Option II – Fees Paid By Participants**

Envoy's fees shall be paid by Plan participants. Envoy's fee is \$3.00 tenthly for each month an employee has a salary deferral contribution to the 403(b) Plan not to exceed thirty (\$30.00) dollars annually; and a separate tenthly charge for each month an employee has a salary deferral contribution to the 457(b) Plan not to exceed thirty (\$30.00) dollars annually; payable in monthly installments. As selected by the Client, fees are payable reducing each employee contribution deferral on a pre-tax basis; or via post-tax payroll deduction, in which Client shall make payment to Envoy when collected from Plan participants. Envoy reserves the right to adjust its fees annually thereafter, and any such increase shall not require an amendment of this Agreement. Notice of a fee increase shall be communicated in writing to Client and Plan participants, and shall become effective as of the date indicated in Envoy's notice. The Client will be solely responsible for collecting fees due from the Plan Participants. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late.

**Option II accepted:** \_\_\_\_\_

### **Option III – Fees Paid By Providers**

Envoy's fees shall be paid by the providers of the retirement account options ("Providers.") available to its Plan participants. Envoy shall invoice each Provider quarterly based upon the number of Plan participants utilizing that Provider's accounts. Envoy's fee is \$2.50 monthly prorated for each month an participant has a salary deferral contribution to the 403(b) Plan not to exceed thirty (\$30.00) dollars annually; and a separate monthly charge for each month an employee has a salary deferral contribution to the 457(b) Plan not to exceed thirty (\$30.00) dollars annually; payable in quarterly installments. Envoy shall invoice Providers quarterly in arrears for the fees. Envoy reserves the right to adjust its fees annually thereafter, and such increase shall not require an amendment of this Agreement. Any such increase shall be communicated in writing to Client and to Provider, and shall become effective as of the date indicated in Envoy's notice. Interest on any late payment shall accrue as of the date of Envoy's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower.

Each Agreement executed by and between Client and a Vendor/Provider ("Provider Agreement") shall contain a provision obligating Provider to pay Envoy's fees, as described above. Furthermore, Client shall not agree to amend any provision of the Provider Agreement that is applicable to the payment of Envoy's fees without the express written consent of Envoy. Client agrees that in the event that one or more Provider(s) that fail to pay Envoy's fees, and such failure continues for more than sixty (60) days following notice of nonpayment, Envoy shall have the right to renegotiate or terminate the Provider Agreement with the Provider.

**Option III accepted:** \_\_\_\_\_

**EXHIBIT D**

**GOVERNMENTAL IRC SECTION 457(b) PLAN VENDOR(S)/PROVIDER(S)**

**Aspire Financial Services**

**CalPERS**

**Security Benefit Group**



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with School Services of California and MetroEd for a Career Technical Education Joint Power Authority Coalition from January 2019 through June 2020

## BACKGROUND

Joint Powers Authority ROP programs throughout the state have joined together with School Services of California over the past few years to collectively advocate for the needs of career technical education programs statewide. Previously, this agreement has been managed via Metro Ed and has operated on the calendar year. In order to align with our fiscal year, we have asked School Services to identify the costs associated with providing services for the next 18 months—through June 2020. This will enable us to then operate annually according to our fiscal year. The rate for each ROP is based on the number of ROPs participating.

## CURRENT SITUATION

The JPA ROP group meets regularly to identify and develop strategies to support the needs for CTE students. We have identified the following goals:

1. Funding—Advocate for additional funding for CTE. Recognize that the \$150 million for CTEIG is ongoing, but it is still a lower funding level than prior years and programs will have to be cut.
2. Maintain CTEIG structure and preserve funding for sustaining existing high-quality CTE programs; what is the definition of expansion—new industry or more students?
3. Data collection—enable ROP's to report data via CALPADS and NOVA; CDE needs to give access rather than requiring ROPs to go through the district.

Fiscal Impact: \$6,535.71 from the ROP general fund.

## CONSENT CALENDAR



# Career Technical Education Joint Power Authority Coalition

## Letter of Agreement to Participate 2019-20

The \_\_\_\_\_ expresses its agreement to participate in the Career Technical Education Joint Power Authority Coalition (Coalition), effective January 1, 2019, through June 30, 2020.

As a participant, our Joint Powers Authority (JPA) agrees to support and participate in legislative efforts for sustained funding for Career Technical Education programs and direct funding for JPAs that provide Career Technical Education programs.

To assist in this effort, the Metropolitan Education District (MetroED) will contract with School Services of California, Inc., to provide legislative services for the Coalition. The contract on behalf of the Coalition shall be for the period of 18 months, beginning January 1, 2019, and terminating June 30, 2020, for the sum of \$5,000 per month for the term of the contract, plus expenses in the amount of \$1,500 for the duration of the contract.

The membership fee for January 1, 2019, to June 30, 2020, is based on the total number of JPAs that participate in these efforts, not to exceed \$7,500 per participant, for the term of the contract. To calculate the membership fee for this Agreement, the total contract amount is divided by 14, which is the number of Coalition members effective December 31, 2018.

Superintendent Name:	
Email Address:	
Name of JPA:	
Enrollment Count:	County:
Mailing Address:	
Telephone No.:	Fax No.:
List of Participating School Districts:	
Membership Fee: \$6,535.71 (\$5,000 per month x 18 months + \$1,500) / 14 Coalition members	

Additional Contacts (for CTE JPA Coalition emails):

Name	Job Title	Email Address

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please make checks payable to MetroED. This serves as an official invoice.**

**Please Make Checks Payable to MetroED and Submit This Agreement Along With Payment to:**

c/o Tina Gerges  
School Services of California, Inc.  
1121 L Street, Suite 1060  
Sacramento, CA 95814  
Questions? Email: [kellys@sscal.com](mailto:kellys@sscal.com) or [leilania@sscal.com](mailto:leilania@sscal.com)

**DATE:** February 7, 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 School Site Solutions, Inc. (SSS) for Project Management and Construction Management Services for the Roofing and HVAC Replacement for the 2018-2019 School Year

### **BACKGROUND**

At the November 2018 Governing Board meeting, the proposal to contract for services with School Site Solutions (SSS) was approved by the Governing Board. This proposal authorized SSS to act as our construction manager for the replacement of the roofs and HVAC systems at the ROP center.

### **CURRENT SITUATION**

In accordance with the proposal approved by the Governing Board, the requisite consulting agreement is being brought forward for the Governing Board's approval.

### **CONSENT CALENDAR**



**SSS**

***School Site Solutions, Inc.***

*K-12 School Site and Facilities Specialists*

### **Consultant Agreement**

This contract is made by and between SCHOOL SITE SOLUTIONS, Inc. and the Eden Area ROP. SCHOOL SITE SOLUTIONS, Inc. will provide school site approval services as described below. In consideration of the services provided, the Eden Area ROP will pay to SCHOOL SITE SOLUTIONS, Inc. fees of \$145.00 per hour plus actual out of pocket expenses (such as travel, office expenses, etc.), not to exceed \$58,500.00. For travel time, the Eden Area ROP will pay to SCHOOL SITE SOLUTIONS, Inc. a minimum per diem of Eight (8) hours per trip. The Eden Area ROP will be billed monthly for fees and expenses. The effective date of this contract is January 8, 2019.

SCHOOL SITE SOLUTIONS, Inc. will provide the Eden Area ROP with the following services for HVAC installation and Roofing upgrades:

#### ***PROPOSED SCOPE OF WORK***

SSS will provide Project Management and Construction Management services in order to assist the district in Project and Construction Coordination and Management assistance for the Eden Area ROP Roofing Replacement and HVAC Project.

In consideration of the services provided, the District will pay to SCHOOL SITE SOLUTIONS, Inc. fees of 3.75% of the actual construction project costs.

#### ***Agreement Scope:***

Project coordination/management/construction management services will include includes the following:

SCHOOL SITE SOLUTIONS, Inc. will provide the District with the following services:

- Liaison between the district, school site administrators, parents and staff, architects, consultants and contractors, to assure the project is accomplished in accordance with approved policies and procedures;
- Interpret, enforce and assist in the development of policies, methods and procedures relating to school construction and rehabilitation activities; and

Ensure that project stays within budget, conforms to established schedules and makes timely Project modifications.

- Assist the District with project management and coordination of the Project.
- Assist in coordinating District architects, in nece contractors, environmental consultants and State Agencies in addressing facility issues, if necessary.
- Participate in all preconstruction activities; coordination of constructability reviews, assisting in the development of construction phasing and scheduling, assist in bidding process, job walks, analysis of bids before final contracts are awarded and preconstruction conferences.
- Assist with construction management services as needed.
- Coordinate proposals for construction contracts.
- Work with District to develop bid documents and administer bidding process.
- Develop, monitor, and maintain a master timelines for the construction project.
- Attend all construction meetings as scheduled and prepare weekly construction updates.
- Prepare construction updates and report at monthly School Board meetings.
- Consult with staff, and other team members weekly and as needed.
- Track and review budget with the District as necessary.
- Track and review all change orders.

Changes to the state facilities program and additional requirements by the regulatory agencies and duties requested outside the scope of this contract may impact the provisions of this proposal.

The Eden Area ROP will be responsible for providing project information in a timely manner, verifying all data prepared by SCHOOL SITE SOLUTIONS, Inc. and shall be responsible for consulting with legal counsel related to the preparation of document forms and reports.

Either party within 30 days notice may terminate this contract. In the case of termination, the Eden Area ROP will be entitled to completion of all work in progress at its option, and SCHOOL SITE SOLUTIONS, Inc. will be entitled to payment in full of all expenses and fees incurred. If the terms of this agreement meet with your approval, please indicate same below by your signature and return a copy for my files. A portion of the expenses incurred by the Eden Area ROP as a result of entering into this agreement are reimbursable under the State building program.

AGREED:

SCHOOL SITE SOLUTIONS, Inc.  
John Dominguez, President

Eden Area ROP  
Linda Granger, Superintendent

*C. John Dominguez*

Date 1/08/19

\_\_\_\_\_

Date \_\_\_\_\_





**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the Revised MOU with Associated Builders and Contractors of Northern California (ABC NorCal) for Apprenticeship Training for the 2018-2019 School Year

## **BACKGROUND**

Apprenticeship in California dates back to the Shelly-Maloney Apprenticeship Labor Standards Act of 1939. Apprenticeship programs include on-the-job training and related and supplementary classroom instruction. In order for an apprenticeship to exist one of the required partners must be a local education agency (LEA). LEA's may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

## **CURRENT SITUATION**

The attached MOU requests a change in the original MOU approved by the Governing Board on September 6, 2018. Items that have been changed are highlighted on the MOU. Item numbers 2 and 6 of our current MOU with ABC NorCal have been modified to highlight a decrease in Related and Supplemental Instruction (RSI) hours available based on the history of ABC NorCal RSI hours. ABC NorCal has agreed to the decrease in RSI hours from 63,261 to 47,000.

## **CONSENT CALENDAR**



26316 Hesperian Blvd.

Hayward, CA 94545

P: (510) 293-2900 • F: (510) 293-8225 • [www.edenrop.org](http://www.edenrop.org)

Superintendent: Linda Granger

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## MEMORANDUM OF UNDERSTANDING

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Associated Builders and Contractors, Northern California Chapter (Apprenticeship Committee), from July 1, 2018 to June 30, 2019. Both parties will agree to the following:

1. Eden Area ROP will reimburse the Associated Builders and Contractors for apprenticeship expenses according to the current annual apportionment when the 2018-2019 allocation is distributed.
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 47,000 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:  
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 47,000 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual amount of student hours generated or the allocation stated above. The Apprenticeship committee will be responsible to reimburse Eden Area ROP for the amount of the shortfall.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to: salaries, administrative assistants, mandatory benefits, instructional materials and other related costs.

9. It is understood that Eden Area ROP will retain twenty (20) percent for administration costs.
10. This agreement is for the period mentioned above and is on a year to year basis and is automatically renewable as agreed upon by all parties. Should either party wish to rescind the agreement, it can do so by May 1 of the year noted above.
11. The Apprenticeship Committee is responsible for keeping attendance using Eden Area ROP forms and returning them to Eden Area ROP at pre-arranged times throughout the school year.
12. The Apprenticeship Committee understands that Eden Area ROP must be contacted concerning any changes in scheduling, instructors, etc. or any other change that would alter this agreement.
13. The Eden Area ROP will ensure that a representative will attend monthly Unilateral Apprenticeship Committee meetings (UAC) as well as California Apprenticeship Council) meetings at least once per year.
14. The Eden Area ROP will provide other educational support and training to program sponsors as requested such as curriculum review and teacher observations.
15. The Eden Area ROP will monitor RSI hours and complete mandated reports requested by California Community College Chancellors Office (CCCCO).
16. The Apprenticeship Committee operates student apprenticeship programs registered by the Division of Apprenticeship Standards under the supervision of the Eden Area ROP. In accordance with California Labor Code section 3368, the Eden Area ROP shall be considered the employer under Division 4 of the California Labor Code (commencing with Section 3200) of persons receiving this apprenticeship training, unless the persons during the training are being paid a cash wage or salary by a private employer. Further, an apprentice, while attending related and supplemental instruction classes, shall be considered to be in the employ of the apprentice's employer, unless the apprentice is unemployed. The parties acknowledge that the Apprentice Committee shall not be responsible for providing workers compensation coverage to its apprentices under any circumstances.

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Apprenticeship Director

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Date

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Director of Adult Programs, Eden Area ROP

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Date



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Eden Area ROP  
Section 125 Plan Revisions

## **BACKGROUND**

The Eden Area ROP uses American Fidelity as its Section 125 Plan service provider. Annually, the plan is re-serviced to comply with the Internal Revenue Service Regulations because it is necessary that the information contained in the plan document be accurate.

## **CURRENT SITUATION**

Attached is the revised section 125 plan.

## **CONSENT CALENDAR**

# **SAMPLE PLAN DOCUMENT**

## **SECTION 125**

### **FLEXIBLE BENEFIT PLAN**

**Version 07/17 of the Sample Plan Document includes the following changes:**

**Updated Section F, #7 – Changed wording for maximum to not exceed the limit as indicated by the IRS in accordance with the law.**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*



**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

<b>Name of Employer:</b>	Eden Area Regional Occupational Programs
<b>Address:</b>	26316 Hesperian Blvd Hayward, CA 94545
<b>Employer Identification Number:</b>	94-3158083
<b>Nature of Business:</b>	Public School
<b>Name of Plan:</b>	Eden Area Regional Occupational Programs Flexible Benefit Plan All Employees
<b>Plan Number:</b>	501

**B. EFFECTIVE DATE**

<b>Original effective date of the Plan:</b>	July 1, 1999
<b>If Amendment to existing plan, effective date of amendment:</b>	January 1, 2019

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

<b>Length of Service:</b>	First day of employment. Eligible employees include active employees and retired persons who receive an early retirement stipend from the District.
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<b>Retiree Wording:</b>	N/A
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<b>Minimum Hours:</b>	All employees with 7.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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<b>Age:</b>	Minimum age of 18 years.
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**D. PLAN YEAR**

The current plan year will begin on January 1, 2019 and end on December 31, 2019. Each subsequent plan year will begin on January 1 and end on December 31.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.



**F. AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company  
Accident**

**CalPERS**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

**American Fidelity Assurance Company  
017 Kind Series**

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company  
C-5 and all subsequent plans**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental**

**Vision Service Plan**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.

**American Fidelity Assurance Company  
5 Year Term**

**U S Life  
Great American Life**

**Life Insurance Company of the SW  
Variable Annuity Life**

**Nationwide  
American Life and Casualty**

**Western-Southern Life Assurance Company  
Northern Life Insurance**

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$0.00 per Plan Year

Maximum Contribution - \$5000.00 per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$0.00 per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - \$2650.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan are not elected.**

**Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are elected.**

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A


Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

**The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.**

12/18/2018 | 12:39 PM CST

**This Plan is hereby adopted** \_\_\_\_\_.

DocuSigned by:  
  
236957E91D65494...

**Eden Area Regional Occupational Programs - 501**  
**(Name of Employer)**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_ Business Manager

## **APPENDIX A**

### **Related Employers that have adopted this Plan**

**Name(s):**

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**

**PD – 07/17 Document ID # 119530MCP #38343 Effective Date:01/01/2019 11/13/18 12:14 AM**

## SECTION 125 FLEXIBLE BENEFIT PLAN

### SECTION I

#### PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

### SECTION II

#### DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- |       |                      |   |
|-------|----------------------|---|
| 2.01  | <b>Administrator</b> | The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).   |
| 2.02  | <b>Beneficiary</b>   | Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.  |
| 2.02a | <b>Carryover</b>     | The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).   |
| 2.03  | <b>Code</b>          | Internal Revenue Code of 1986, as amended.  |
| 2.04  | <b>Dependent</b>     | Any of the following: <div style="margin-left: 40px;">           (a) <u>Tax Dependent</u>: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom         </div> |

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

## 2.05 **Effective Date**

The effective date of this Plan as shown in Item B of the Adoption Agreement.

## 2.06 **Elective Contribution**

The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07	<b>Eligible Employee</b>	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	<b>Employee</b>	Any person employed by the Employer on or after the Effective Date.
2.09	<b>Employer</b>	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	<b>Employer Contributions</b>	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	<b>Entry Date</b>	The date that an Employee is eligible to participate in the Plan.
2.12	<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	<b>Fiduciary</b>	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	<b>Health Savings Account</b>	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	<b>HSA Trustee</b>	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	<b>Highly Compensated</b>	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	<b>High Deductible Health Plan</b>	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	<b>HIPAA</b>	The Health Insurance Portability and Accountability Act of 1996, as amended.
2.19	<b>Insurer</b>	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	<b>Key Employee</b>	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### SECTION III

#### ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and



shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## SECTION IV

### CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 **IRREVOCABILITY OF ELECTIONS:** A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) **Change in Status.** A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) **Special Enrollment Rights.** If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a

children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
  - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to

- average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

## SECTION V

### GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

## SECTION VI

### DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## **SECTION VII**

### **GROUP AND INDIVIDUAL LIFE INSURANCE PLAN**

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## **SECTION VIII**

### **MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

### 8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of



desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
  - the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

#### 8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
  - (i.) Drugs or medicines that require a prescription;
  - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
  - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

- 8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
  - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
  - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of

such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15<sup>th</sup> day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **CARRYOVER:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

## **SECTION IX**

### **DEPENDENT CARE REIMBURSEMENT PLAN**

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

#### 9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
  - (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
  - (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
  - (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## SECTION X

### HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## SECTION XI

### AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## SECTION XII

### ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.



The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
  2. reference to the specific Plan provision on which the denial is issued;
  3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
  4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD – 05/16

11/13/2018 12:14 AM



**DATE:** February 7, 2019  
**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 Meeting Minutes

## BACKGROUND

Every year, the Eden Area ROP hosts a regional advisory committee meeting for all of the pathways in support of the four districts we serve. Convening advisory committees are a requirement of all CTE programs. The purpose of the advisory committee is to insure that our programs are meeting the needs of our business partners, that our curriculum remains relevant, and that we are providing programs that meet the labor market needs for our area.

## CURRENT SITUATION

At our last advisory meeting, teachers and business partners used the 11 elements of a high quality CTE program to gather input and guide collaboration on improving our programs. Teachers also completed the 11 elements self-assessment as an action plan for CTE programs. Below are a list of the minutes attached from each of the advisory meetings.

Sector	Pathway	Program
Arts, Media & Entertainment	Design, Visual & Media Arts	Graphics
Arts, Media & Entertainment	Design, Visual & Media Arts	Photography
Arts, Media & Entertainment	Production & Managerial Arts	Video Production
Building Construction & Trades	Cabinetry, Millwork, & Woodworking and Residential and Commercial Construction	Construction Technology/Industrial Tech

Sector	Pathway	Program
Education, Child Development & Family Services	Education	Careers in Education
Health Science & Medical Tech	Patient Care	Dental Assisting
Health Science & Medical Tech	Patient Care	Medical Careers
Hospitality, Tourism, & Recreation	Food Science, Dietetics & Nutrition	Culinary Science
Information Technology	Information and Support	Cyber Security
Manufacturing & Production Development	Machining & Forming Tech, Welding and Materials Joining	Welding Technology
Marketing, Sales & Service	Entrepreneurship/Self Employment	Entrepreneurship
Marketing, Sales & Service	Marketing	Marketing
Marketing, Sales & Service	Professional Sales	Merchandising
Public Services	Public Safety	First Responder
Transportation	Structural Repair & Refinishing	Auto Refinishing
Transportation	System Diagnostics & Service	Auto Technology

## CONSENT CALENDAR





## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Damon Johnson	Born and Raised Marketing
Steve Jones	Plantain Studio
Alison Stripling	Sparq Marketing
Denise Beeson	HUSD
Larry Lavendel	Mt. Eden High School
Lameisha Sherri	Eden Area ROP
Deborah Reinerio	San Leandro High School
Robert Jackson	Arroyo High School

Pathway: Design, Visual & Media Arts

Date: November 7, 2018

Time: 6:15PM

Facilitator: Lameisha Sheri

Recorder: Lauren Kelly

**PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.**

**YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.**



## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>• Sign-In Sheets</li> <li>• Agenda</li> <li>• 2017 Meeting Minutes (to be approved)</li> <li>• Advisory Member Letter</li> <li>• Labor Market Data</li> <li>• Course Outlines</li> <li>• 11 Elements Self-Review &amp; CTE Plan</li> <li>• Annual Report</li> <li>• USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	X	Sherri	11/7/18
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>	X	Sherri	11/7/18



## Fall Advisory Committee Minutes 2018

	<b>Motion to Approve: Deborah Reinerio</b> <b>Second: Larry Lavendel</b>			
<b>B. Advisory Member Letter</b>	<b><i>Discuss and Sign (if commitment can be made):</i></b> Ms. Sherri asked if anyone wants to commit to the Spring Advisory. If so, she asked advisory members to fill in the cards for further information and to sign the participation letter.	X	Sherri	11/7/18
<b>B. Review Labor Market Information and Future Trends Data</b>	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b><i>Discuss and Record:</i></b></p> <p>Ms. Sherri reviewed labor market trends. Discussion followed on difference between traditional design vs. digital design and social media. The second makes twice as much as the first. Also, group says most students are now working on interactive design, apps, social media. Maybe 25% are still interested in traditional education.</p> <p>Print only skills will not get students jobs in the industry. The salary range for 2 years degree is \$20 for graphic design experience. Once college plus 2 years of experience is complete, they might make up to \$30-40/hour or 62K for salaried at big tech company. Mid career employees will reach \$80K -\$120 in tech firms. Students need to work, volunteer through school. They need to have project management skills on top of practical experience. Need soft skills to really be successful too. Challenge in industry is that everyone thinks they can design with apps and they undermine the industry</p>	X	Sherri and Advisory	11/7/18

## Fall Advisory Committee Minutes 2018

	<p>salaries.</p> <p><b><u>Needed:</u></b> Resume building, portfolio, how do you package yourself? How do you present to a room of people? Time management and organization skills. Require this course of all students.</p> <p>Students need high school, plus college, plus 2 years experience to make a decent salary. They need to start young as interns, hourly, project based employees.</p> <p><b><u>Changes that need to be discussed are:</u></b></p> <p><b>Ethics in Media</b> – following and recognizing sources, financial implications of ethical choices.</p> <p><b>Responsible Use</b> – laws and how industry is trying to get users hooked on apps</p> <p><b>Learning to disconnect is important.</b></p> <p>There is a move away from in-house design and send it out to agencies for the work. Saves on overhead. Students need to know how agencies work and how quick they must change their ideas.</p> <p>International Students – Ethics across the world. Cultural differences are in place. Growth in India and China is driving school attendance. Students do not feel bound by same rules as American students. These students are coming to US schools and changing the way American students think too.</p> <p>Technology and apps are becoming even more connected.</p>		
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## Fall Advisory Committee Minutes 2018

	Tech is changing. InDesign is the example of this change.			
C. Course Outlines	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b>Discuss, Approve and Record:</b></p> <p>Ms. Sherri handed out her course curriculum. 540 hours all broken down by standards and common core. Outcomes are also listed. Fundamentals are the key, 5 principals of design are very important to her. She explained that she is project based and trying to balance industry needs with technical skill development.</p> <p>After one year, a certificate of completion, 90% of 540 hours. Mastery of basic skill set and completion of the course. Students who continue do so at the community colleges. Teachers would like to articulate with Laney and will be working on this over the next few months.</p> <p>Name change: Graphic Design should replace Graphic Arts across entire course outline.</p> <p><b>Revise course outline terminology.</b></p> <p><b>Form vs function needs to be discussed:</b> Commissioned work vs. Event or Ad work. What are the differences in perspective? What are the actions or emotions you wish to evoke? Should it be clear or clever? Both!!! Meaning has to be there as well as looking good.</p> <p>Work with companies who are content experts to bring real world projects into the classroom for companies to use.</p>	X	Sherri and Advisory	11/7/18



## Fall Advisory Committee Minutes 2018

	<p>Is the course approved with changes:          -update terminology          -revise content example form vs. function</p> <p>Course Approved with Changes          Steve Jones motion to approve          Bob Jackson seconds          Yes 9          No 0</p>			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <p>Ms. Sherri handed out 11 Elements and showed how to read the document with the Advisory. Ms. Sherri stated that she was going to spend more time on the development of this advisory. She also wants to spend more time on exposure to employment and student leadership for CTSOs. Expanding beyond NFTE &amp; SKILS. CTE 18-19 Plan discussed and areas of improvement are agreed on in the area mentioned here.</p>	X	Sherri & Advisory	11/7/28
<b>D. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b></p> <p>App work and interactive coding needs to be done early. Recommend inclusion in high school classes.</p>	X	Sherri & Advisory	11/7/18



## Fall Advisory Committee Minutes 2018

<b>E. Next Advisory Board Meeting</b>	<b>Spring Advisory – Perkins and CTEIG Funding Plans</b> April 10 <sup>th</sup> , 2019 5:30-8:00pm Eden Area ROP			
<b>F. Adjourn</b>	<p>Motion to adjourn Bob Jackson Second to the motion Cameron Greenfield The meeting was adjourned at 7:35PM</p> <p>All thanked for their attendance, support, and participation.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>	X	Sherri	11/7/18



## Fall Advisory Committee Minutes 2018

Pathway: Design, Visual & Media Arts	Attendees	
	Name	Organization
<b>Date:</b> November 7, 2018  <b>Time:</b> 6pm – 8pm  <b>Facilitator:</b> Jeff Baughman  <b>Recorder:</b> Olga Pineda	Olga Pineda	SLZUSD, District CTE Coordinator
	David Gurley	Mt. Eden HS, Instructor
	Ken Gossett	SLZ HS, Instructor
	Jeff Vendsel	CV HS, Instructor
	Mark Koehler	Hayward HS, Instructor
	Jeff Baughman	SLZ HS, Instructor
	Leisl Burns	Studio One, Owner
	Billy Schmaldefekit	High Five
	Scott Tucker	SF State University, Consultant
	Steve Babuljak	Babuljak Photography, Owner
<b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b>  <b>YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.</b>	Mace McDonald	Twitter
	Lauren Finch	Academy of Arts Univ. of SF





## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	Personal Introductions	Jeff Baughman	11/7/18
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes – <i>Ken Gossett</i></li> <li>Ask for a second to the motion- <i>David Gurley</i></li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record: Minutes approved</b></p>	Approval of Minutes	Jeff Baughman Ken Gossett David Gurley All approved	11/7/18

## Fall Advisory Committee Minutes 2018

<b>B. Advisory Member Letter</b>	<b>Discuss and Sign (if commitment can be made):</b> New business advisory partners signed letters and placed in group's folder	Signature	Jeff Baughman collected and placed in folder	11/7/18
<b>B. Review Labor Market Information and Future Trends Data</b>	What changes do we need to make, in order to meet industry expectations in preparing students for careers?  <b>Discuss and Record:</b> Jeff Baughman passed out sheet on labor market information, standards, and curriculum. Sheet was read and initiated conversation about trends and skills as captured in following section.	Note taking	Olga Pineda, recorder	11/7/18
<b>C. Course Outlines</b>	Discuss Course Outlines aligned to Model Curriculum Standards and Common Core  <b>Discuss, Approve and Record:</b>  <b>No new outlines presented.</b> Conversation was about trends and skills necessary for students to be ready for a job.  Scott Tucker, SFSU teacher, shared that he uses the smart phone to teach a beginner multi-media class at SFSU...although audio is not good. Students buy an external piece of equipment to make up for sound. It costs about \$20. Leisl Burns: The idea of printing pictures/selling prints is declining. Now a days there is no value to print pictures...especially during proms. People still want to see the pictures, but they don't want to pay for them. To support this trend, data about the amount of film	Conversation and advise from business partners	All Notes recorded by Olga Pineda	11/7/18

## Fall Advisory Committee Minutes 2018

	<p>sold was shared: In 2003, film still sold; by 2008, sales dropped to 2%. Digital cameras and the smart phone cameras are responsible for this drop. In our times, students have few opportunities to experience being a “real photographer.”</p> <p>Steve Babuljak: There are very fast and expensive cameras.</p> <p>Lauren Finch: Traditional cinematography equipment is available to borrow from The Academy of Arts. The equipment is expensive; people are asked to cover the insurance.</p> <p>The experience while taking pictures is even more important than the quality of a picture. Photographers not only need to learn the skill of taking pictures, but a “bubbly personality” is important. Many parents buy more pictures if the photographer is engaging and the experience is very positive.</p> <p>Photo booths are popular now a day because it provides groups of friends to enjoy the moment while they take pictures.</p> <p>Mace or Bill: There is little guidance for students right now. Most of them go into freelance. They need more than just skill; many need internships and getting to know people that can get them a job/a contract/ “in the door.”</p> <p>The photographer needs to be the “brand” that a company wants to follow. Personal connections are more important than the number or type of photos a person takes. Referrals are important. Skills only are not getting a job to a photographer anymore.</p> <p>Most students are not going to be commercial photographers, but a teacher can share the careers/professions based on students likes.</p>		
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## Fall Advisory Committee Minutes 2018

	<p>Now a days, in the real world, photographers work as part of a bigger team with each person having different skills. They complement each other as they work together.</p> <p>Skills still needed to be taught in the classroom:</p> <ul style="list-style-type: none"> <li>• Lighting</li> <li>• Basic computer skills...especially how to resize pictures to be sent over email.</li> <li>• Good Work skills-work ethics, being on time</li> <li>• How to think about the story they want to tell based on their portraits.</li> <li>• Editorial or PR...there's a demand to be able to apply critical thinking while creative to accomplish your product.</li> <li>• Finding niche that connects to personality.</li> <li>• Working in teams</li> <li>• Copyrights lessons</li> </ul>				
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b>            Jeff Vendsel: One of the elements of highly effective CTE programs is Student Leadership Development. While other pathways use CTS Organizations, they are difficult to adapt to the pathway/photography program.</p> <p>Teachers embed leadership activities and high expectations in their projects, but sometimes students need more feedback, especially after today's discussion, where business leaders shared the importance of "getting a foot in the door."</p> <p>An idea was presented to do a Tri-City photo competition and have</p>	Discussion & agreement	Teachers/ Business partners	4/10/19	



## Fall Advisory Committee Minutes 2018

	<p>the business advisors be the judges.</p> <p>Leisl Burns offered her facilities to do an expo if needed.</p> <p>Something more simple is needed...at least to start. The idea of each program teacher bringing their best five pictures to the next advisory meeting and choosing the best photo was shared.</p> <p>A few ideas of contests were shared</p> <p><a href="#">The following was the end agreement:</a></p> <p>Theme: Lifestyle portraits (lessons about incorporating poses &amp; backgrounds)</p> <p>Bring best five portraits</p> <p>Prize: A Camera</p> <p>Business Advisors will choose the best portrait.</p>				
<b>D. Program Suggestions and Recommendations</b>	<p><b><i>Discuss and Record:</i></b></p> <p>Think about rubric to use to choose best portrait at next meeting.</p>	Rubric	Maybe Tri-City teachers can discuss and agree to rubric to use	Before next advisory board	
<b>E. Next Advisory Board Meeting</b>	<p><b><i>Spring Advisory – Perkins and CTEIG Funding Plans</i></b></p> <p>April 10<sup>th</sup>, 2019</p> <p>5:30-8:00pm</p> <p>Eden Area ROP</p>				



## Fall Advisory Committee Minutes 2018

<b>F. Adjourn</b>	<p><i>Motion to approve minutes</i> <i>Ask for a second to the motion</i> <i>The meeting was adjourned at (time).</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagular@edenrop.org">jagular@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>	Motion to adjourn	Jeff Baughman Meeting adjourned at 8:00pm	
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## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Lance McVay	SLzHS CTE Media Teacher/ BADA CPA Lead
Tony Farley	SLHS CTE Media Teacher
Amanda Myrdal	Director
Ron Satter	Broadcast Engineer
Scott Hancock	Plex
Rey Godoy	Seaglass Productions
Kevin Johnson	SLzHs CTE Media Teacher

<b>Pathway:</b> Arts Media & Entertainment, Production & Managerial Arts (113)
<b>Date:</b> 11/7/2018
<b>Time:</b> 6:00-8:00 PM
<b>Facilitator:</b> Lance McVay
<b>Recorder:</b> Tony Farley
<b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b>
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## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>• Sign-In Sheets</li> <li>• Agenda</li> <li>• 2017 Meeting Minutes (to be approved)</li> <li>• Advisory Member Letter</li> <li>• Labor Market Data</li> <li>• Course Outlines</li> <li>• 11 Elements Self-Review &amp; CTE Plan</li> <li>• Annual Report</li> <li>• USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
A. Introductions	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			



## Fall Advisory Committee Minutes 2018

<b>B. Approval of Minutes</b>	<p>1. Facilitator presents minutes from Fall Advisory.</p> <p>2. Motion to approve minutes: Rey Godoy</p> <p>3. Ask for a second to the motion: Scott Hancock</p> <p>4. Motion Carried, minutes approved</p> <p>5. Share examples of how suggestions from previous meeting were implemented.</p> <p><b>Discuss, Approve and Record: Approved</b></p>		
<b>B. Advisory Member Letter</b>	<p><b>Discuss and Sign (if commitment can be made):</b></p> <p>Passed out by Lance and filled out by advisory members and collected.</p>		

## Fall Advisory Committee Minutes 2018

<p><b>B. Review Labor Market Information and Future Trends Data</b></p>	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b></p> <p>Roy: spoke about mentoring a student through bad habits. Fundamental things need to be taught with, example: storyboards: camera direction, story telling, etc. Students don't like to do storyboards or plan. Not a comic book, convey the message.</p> <p>Suggestion: Storyboard a joke. go in basket, get a card with a prompt and write a story for 45 min.</p> <p>Lance: music video project with fortune cookie as the theme. Pitch-&gt;Treatment-&gt;Scene-&gt; storyboard -&gt; Shot list?</p> <p>Lance: Group work is important. Need to be able to work in a group.</p> <p>Ron Satter: The trend is automation. veterans are bucking it but the industry is getting more computer controlled. Currently one person is doing what six people did. Important to learn how to do those jobs but also we need to look at how automation is affecting jobs. Switcher has all the bells and whistles, not breakout jobs. But students need to know that they may need to do multiple jobs. Robotic cameras.</p> <p>Scott: Flip side is run and gun, edit, get it out. 10K go do your thing. Crank 'em out. 5K for a 2 min. video.</p> <p>Scott and Lance spoke about Scott coming to his class for a project to talk to students about a video his juniors are starting soon.</p>		
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## Fall Advisory Committee Minutes 2018

C. Course Outlines	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b><i>Discuss, Approve and Record:</i></b></p>		
C. 11 Elements Self Review & CTE Plan	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b><i>Discuss and Record: We reviewed Industry Partnership Section and agreed that industry certification does not exist and is irrelevant to our industry.</i></b></p>		

## Fall Advisory Committee Minutes 2018

<p><b>D. Program Suggestions and Recommendations</b></p>	<p><b>Discuss and Record:</b></p> <p><i>Kevin discussed new cameras and equipment planned for SLzHS.</i></p> <p><i>We spoke of visiting major studios and sharing speakers, maybe combining the two programs for one speaker.</i></p> <p><i>Trinh: Workflow is still there no matter what connectors change. I you understand camera to monitor to control room. When she</i></p> <p><i>Composition, camera operation, camera skills, are all valuable. asdtrains people she has them</i></p> <p><i>Learn basics of the operation of the equipment</i></p> <p><i>Self documentary 10th grade, 12th grade.</i></p> <p><i>Lance: projects vary from group, alone, and ?</i></p> <p><i>Trinh: production bullying. Students need to choose what they want to do.</i></p> <p><i>Lance: self evaluation sheet. all agree with how points are distributed and why.</i></p> <p><i>Ron: students are not organized. Students spend time setting up a shot.</i></p> <p><i>Lance: we emphasize organization. 5 days of pre, 7 days of production, 5 days of post.</i></p> <p><i>Kevin: Heavy on preproduction, before you touch a camera you have everything planned.</i></p> <p><i>Scott: call sheets, etc.</i></p> <p><i>Trinh: location scouting is important: is the sun out? <b>Need a website for call sheet templates, live AD excel sheet updating in realtime.</b></i></p> <p><i>Release forms.</i></p> <p><i>Ron: building a library of stuff.</i></p> <p><i>Lance: juniors create projects. That stuff is used in senior show.</i></p> <p><i>Trinh: Veterans history project. find a vet, fill out info, record 30 min. info, use material from archive to make a film. Can be sent to Library of Congress. Booth at stand down where veterans are and ask them if they want to tell a story.</i></p> <p><i>Amanda spoke about royalty free content</i></p> <p><i>Lance asked about equipment checkout. Digital lockers where</i></p>
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## Fall Advisory Committee Minutes 2018

<b>E. Next Advisory Board Meeting</b>	<b>Spring Advisory – Perkins and CTEIG Funding Plans</b> April 10 <sup>th</sup> , 2019 5:30-8:00pm Eden Area ROP		
<b>F. Adjourn</b>	<p><i>Motion to approve minutes</i>  <i>Ask for a second to the motion</i>  <i>The meeting was adjourned at (time).</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>		

Meeting notes continued:

How best to spend funds.  
 Students can go to a locker and check stuff out.  
 Kevin spoke about  
 Ron spoke of virtual sets.  
 Trinh: Workshops? Kevin: make-up artists, guest speakers, had teleprompter guy from white house, color flow,  
 Spoke of FCP vs. Premier. Jon: It's the skills, not the system. We all agreed.  
 Amanda asked about lighting: Lance spoke of a grip cart. Set up a c-stand and a light, gel, a sandbag in ten minutes.



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Nicholas Harvey	Bay Area Redwood
Ken Hugen	RDO Equipment
Phil Johnson	ACCO Engineered Systems
Hunter Lower	HUSD
Veronica Ortiz	HUSD
Jack Wilding	Retired EAROP Const. Tech.
Chris Floethe	EAROP Consultant
Mike Christian	Redpoint Builders
Michael Raytis	SLUSD
John Rogers	John Rogers Construction
<p>Pathway: Cabinetry, Millwork, &amp; Woodworking and Residential and Commercial Construction</p> <p>Date: 11/7/2018</p> <p>Time: 6:13</p> <p>Facilitator: Bill D</p> <p>Recorder: Hunter L</p> <p><b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b></p> <p><b>YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.</b></p>	



## Fall Advisory Committee Minutes 2018

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Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>			

## Fall Advisory Committee Minutes 2018

	<p><i>Motion: Chris</i> <i>2<sup>nd</sup>: Mike</i> <i>Approved unanimously</i></p>			
B. Advisory Member Letter	<p><i>Discuss and Sign (if commitment can be made):</i></p> <p>Done</p>			
B. Review Labor Market Information and Future Trends Data	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><i>Discuss and Record:</i> <i>Ken: do students know this data?</i> <i>Bill: students are generally made aware of labor needs in connection to skills learned.</i> <i>Chris: Senate Bill for pre-apprenticeship. California is leading in career education. 2+2 program, 2 years high school, 2 years post in apprenticeship program</i> <i>Nick: potential student engagement in residential seismic retrofit program</i> <i>Bill: I need more contractors coming in to class as guest speakers.</i> <i>Chris: Personnel companies coming to speak to classes could help out as well.</i></p> <p><i>Motion: Ken</i> <i>2<sup>nd</sup>: Chris</i> <i>Approved unanimously</i></p>			



## Fall Advisory Committee Minutes 2018

<b>C. Course Outlines</b>	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b>Discuss, Approve and Record:</b></p> <p><b>Bill</b> shared the <b>EAROP Construction Technology I and II</b> curriculum document</p> <p><b>Nick:</b> <i>Is this curriculum based on hands-on projects?</i></p> <p><b>Bill:</b> <i>a large percentage is crew-based, hands on work.</i></p> <p><b>About ¾ of their grade in this class is associated with basic work skills, which is one of the biggest real needs of most contractors; a knowledge of safety, good work ethic, being on time, work ethic emphasis.</b></p> <p><b>Hunter:</b> <i>(Discussed differences and similarities between ROP and high school curriculum)</i></p> <p><b>Bill:</b> <i>the goal is to move students upward – improvement through exposure – not perfection.</i></p> <p><b>John:</b> <i>It seems like all industries are in need of general work skills. Is EDEN ROP doing anything about this, given trends and needs in the labor market?</i></p> <p><b>Bill:</b> <i>This is no written document that talks about that universally, but it is part of our mission statement.</i></p> <p><b>John:</b> <i>Maybe we should have more of a concerted effort across all programs?</i></p> <p><b>Bill:</b> <i>Could you put something together to put me in touch with some of the mindfulness researchers to see if we can get something going?</i></p> <p><b>Motion:</b> <b>Phil</b>  <b>2<sup>nd</sup>:</b> <b>Chris</b>  <b>Approved unanimously</b></p>	<p>Yes</p>	<p>John – connect with researchers and Bill r.e. work-based mindfulness</p>	<p>Spring</p>



## Fall Advisory Committee Minutes 2018

<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b>            Bill explains the 11 Elements document and rating process            Ken: Perhaps some more 2's could impart a sense of having room for improvement?</p>			
<b>D. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b>            Bill: what other suggestions and insights are there?            Nick: Providing students with opportunities to create projects for community exposure and possibly business or fundraising.            Chris: Bill is building tiny houses, small houses.            Chris: We have a 6 month electrical program, 25 guys, getting hired anywhere from \$24 to \$30 an hour. Parents' mindset are still 'college college college', but there is a lot of room in trades for job opportunities.            Ken: Hiring is for attitude and aptitude – as fewer people are available, employee skills are developed from within.            Phil: Students coming back to present to classes is huge and leaves a big impression. There's a potential where former students' employers would see real benefit from allowing time off to speak with students – in recruitment contacts.            Nick: there is potential in community improvement projects for student experience.            Passion, Continue, Mentor, Inspire, Persevere, Roll-Model</p>			



## Fall Advisory Committee Minutes 2018

E. Next Advisory Board Meeting	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b>          April 10<sup>th</sup>, 2019          5:30-8:00pm          Eden Area ROP</p>		
F. Adjourn	<p><i>Motion to approve minutes</i>  <i>Ask for a second to the motion</i>  <i>The meeting was adjourned at (time).</i></p> <p><i>Motion: Chris</i>  <i>2<sup>nd</sup>: Phil</i>  <i>Approved unanimously</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jaguiar@edenrop.org">jaguiar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>		



## Fall Advisory Committee Minutes 2018

Pathway: Education	Attendees	
	Name	Organization
<b>Date:</b> November 7, 2018  <b>Time:</b> 6:00 pm to 8:00 pm  <b>Facilitator:</b> Dr. Erika Emery  <b>Recorder:</b> Dr. Erika Emery	Dr. Erika Emery	EAROP
	Angela Webster	Arroyo High School
	Ajei Olivencia	Lots of Love Child Care
	Mr. Brian Fredin	Arroyo High School
	Denise Williams-West	Jefferson Elementary School
<b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b>  <b>YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.</b>		



## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	Yes	Dr. Emery	11/7/18
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record: Dr. Emery provided a Fall</b></p>	Yes	Dr. Emery	11/7/18

## Fall Advisory Committee Minutes 2018

	<i>Advisory minutes to each member. Members looked over the documentation. Denise Williams-West approved the minutes. Angela Webster 2<sup>nd</sup> the motion.</i>			
<b>B. Advisory Member Letter</b>	<i>Discuss and Sign (if commitment can be made): Dr. Emery provided a copy of the advisory member letter to each member. Dr. Emery asked the advisory members to sign the letter if members agreed to continue to support the efforts made to provide a comprehensive educational experience for the students enrolled in the Careers in Education program. The advisory members took a moment to read the letter, signed their copies of the letter, and returned them to Dr. Emery.</i>	Yes	Dr. Emery	11/7/18
<b>B. Review Labor Market Information and Future Trends Data</b>	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><i>Discuss and Record: The advisory committee members reviewed labor market information and future trends data. Brian Fredin highlighted that the course he teaches paired with the opportunities offered within the Careers in Education program at EAROP allows students to enter the field with a great advantage because in addition to being knowledgeable about the field of education but they also have the experience industry requires. Denise Williams-West highlighted the career opportunities that are surfacing for students interested in accessing employment with the Special Education Program. She went on to highlight a former student who has shown interest in the program as well as the programs interest in having her join the team. Ajei Olivencia spoke about the opportunities</i></p>	Yes	Dr. Emery	11/7/18

## Fall Advisory Committee Minutes 2018

	available for students who obtain a First Aid and CPR certification as well as students who learn sign language.			
C. Course Outlines	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><i>Discuss, Approve and Record: Each advisory committee member received a copy of the course outline. Members reviewed the document and then the group discussed various aspects of the curriculum. Dr. Emery provided a brief update regarding computer access in the classroom as well as the additional time being allotted in the computer lab. Denise Williams-West asked what, if anything, had been added to the course outline. Dr. Emery highlighted the new articulation agreements being formed between the Careers in Education program and Chabot College. The Careers in Education course outline includes clear alignments with four different early childhood education courses at Chabot College. As a result of the new alignment, Careers in Education students will be required to write additional essays (including APA style). Angela Webster asked Ajei to share how her experiences as a 1<sup>st</sup> year student differed from her experience as a 2<sup>nd</sup> year student. Ajei Olivencia (former Careers in Education student) shared her experiences while highlighting the benefits of concurrent enrollment. Ajei stated that she was able to grow as a student and as an individual because the Careers in Education was structured and Dr. Emery provided instruction and mentored students while expecting students to be independent, hardworking, responsible individuals. She stated that being allowed to take classes at Chabot College while getting support from Dr. Emery gave students the confidence to take courses</i></p>			



## Fall Advisory Committee Minutes 2018

	<p><i>and the knowledge to successfully complete college courses. Dr. Emery and Ajei also spoke about different student assignments completed by 1<sup>st</sup> and 2<sup>nd</sup> year students and how the assignments prepare students for college and career. Ajei also spoke about how the bell schedule at the home schools negatively impacts the students ability to eat as well as how block day schedules at the home schools allows the Careers in Education students to gain additional internship hours and/or get assistance with online college courses from Dr. Emery.</i></p>			
<p><b>C. 11 Elements Self Review &amp; CTE Plan</b></p>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><i>Discuss and Record: Dr. Emery provided a copy of the 11 Elements Self Review and CTE Plan to each member. Dr. Emery briefly discussed various elements to highlight areas of strength as well as areas that Dr. Emery would like to strengthen. For example, Dr. Emery discussed an interest in increasing student participation in CTSO's without negatively impacting student internship placement hours. Brian Fredin suggested an organization called Educators Rising which offers online submissions for skills competitions, with no entry fees. Brian went on to describe one of the competitions as a k-3 literacy competition which includes writing children's storybooks.</i></p>	Yes	Dr. Emery	11/7/18





## Fall Advisory Committee Minutes 2018

<b>D. Program Suggestions and Recommendations</b>	<i>Discuss and Record: The advisory members suggested that the Careers in Education program continue to support students in their efforts to access classes at Chabot College via concurrent enrollment to minimize the financial strain of college tuition while maximizing educational and employment opportunities.</i>	Yes	Dr. Emery	11/7/18
<b>E. Next Advisory Board Meeting</b>	<b>Spring Advisory – Perkins and CTEIG Funding Plans</b> April 10 <sup>th</sup> , 2019 5:30-8:00pm Eden Area ROP	Yes	Dr. Emery	11/7/18
<b>F. Adjourn</b>	<p><i>Motion to approve minutes by Dr. Emery.</i>  <i>Ajei Olivencia second the motion</i>  <i>The meeting was adjourned at 7:40pm.</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jaguiar@edenrop.org">jaguiar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>	Yes	Dr. Emery	11/7/18



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Kathy O'Brien, RDA	Dental Assisting Lead Instructor – Eden Area ROP
Dr. Steven Rothi	Dentist/owner in private practice
Dr. Susan So	Dentist/owner Castro Valley Orthodontics
Denise Bailey, RDA	Retired – Former Dental Assisting Instructor Eden Area ROP
Nydia Tadeo, RDA	Dr. Steven Rothi
Helena Martins, RDA	Moy Dental Group
Mayra Apodaca, RDA	Dr. Denise Bass Allen
Candace Niccolson, RDHAP	Private Practice

**Pathway:** Patient Care

**Date:** November 7, 2018

**Time:** 6:00 PM

**Facilitator:** Kathy O'Brien

**Recorder:** Kathy O'Brien



## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Meeting called to order at 6:15 by Kathy O'Brien (facilitator). Kathy explained to the committee the purpose of the meeting: To provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</li> <li>Recorder designated: Kathy O'Brien</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>Introductions were made.</li> <li>All present signed in on sheet provided.</li> <li>Agenda was reviewed.</li> </ol>			
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Kathy presented minutes from Fall Advisory.</li> <li>Motion to approve minutes by Candace Niccolson.</li> <li>Second to the motion by Helena Martins.</li> <li>Motion Carried, minutes approved.</li> <li>Kathy explained that due to the current Dental Board audit, HOSA participation by the students as referenced in the previous minutes, has been temporarily tabled.</li> </ol>			

## Fall Advisory Committee Minutes 2018

<b>B. Advisory Member Letter</b>	<i>Kathy presented the formal Advisory Member Letter to the members. All members signed commitment letter without hesitation and said they were happy to serve in that capacity.</i>			
<b>B. Review Labor Market Information and Future Trends Data</b>	<p><i>Labor market information was reviewed. Members felt that the mean hourly wage seemed high for our area. Kathy explained that it was a statewide analysis. A more detailed labor market analysis reflecting Alameda county can be obtained through the EDD.</i></p> <p><i>All members agreed that there is a shortage of dental assistants in our area.</i></p> <p><i>Kathy informed the members that she had worked with the Executive Director of the Southern Alameda County Dental Society, Melinda Sciandri, to put together a survey in an effort to determine the reason for the dental assistant shortage in our area. The survey went out last spring with very few responses. Dr. So recommended that Kathy contact Melinda and resend the survey.</i></p>			
<b>C. Course Outlines</b>	<p><i>The latest version of the course outline (updated 11/2/18) was presented to the members. Kathy told them it is still a work in progress as aligning the outline to the common core standards continues.</i></p> <p><i>Motion by Mayra Apodaca to approve the latest version of the course outline.</i></p> <p><i>Second to the motion by Dr. Rothi.</i></p> <p><i>Motion carried, outline approved.</i></p>			

## Fall Advisory Committee Minutes 2018

<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>The 11 Elements and CTE plan were reviewed by the members. Kathy explained the purpose of this document was to demonstrate how well the program was performing and identify areas of growth. This document will ultimately affect funding.</p> <p>Kathy said the most urgent area of growth is student participation in a student organization. Kathy has decided that the best fit for students would be HOSA (Health Occupations Students of America) and began the initial process and paperwork last year. Due to the Dental Board audit currently being conducted, the program will postpone membership and participation in HOSA until the audit is completed.</p>			
<b>D. Program Suggestions and Recommendations</b>	<p>Kathy updated the committee on the following items:</p> <ul style="list-style-type: none"> <li>• <u>Dental Board Audit:</u> The Dental Board has had the program re-apply for approval. This is different and more comprehensive than a re-evaluation. Not only were we required to re-apply for RDA approval, but we were required to re-apply for Radiation Safety, Coronal Polish, and Pit and Fissure Sealants as well. It was a labor intensive project to complete the necessary paperwork within the 6 week time frame allotted by the Dental Board. The binders were delivered to the Dental Board office in Sacramento on September 28, 2018. Now we wait. Kathy anticipates a deficiency notice and will make the necessary corrections to the applications. After that the Dental Board has the discretion to determine if a site evaluation is necessary. Kathy feels strongly that one is warranted, as it has been 15 years since our last site evaluation.</li> <li>• <u>Enrollment:</u> 17 adult students (5 are currently interning) 11 high school students (AM class) 11 high school students (PM class)</li> </ul>			



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	<ul style="list-style-type: none"> <li>The combined General and Law &amp; Ethics RDA exam was launched May 24, 2018. It is a total of 150 question. The fee for the exam is \$38.50. Test results for our students are at 50% as of September. We have had 2 students pass and 2 students fail. Both were first time testers.</li> </ul>			
<b>E. Next Advisory Board Meeting</b>	<p>Spring Advisory – Perkins and CTEIG Funding Plans  April 10<sup>th</sup>, 2019  5:30-8:00pm  Eden Area ROP</p>			
<b>F. Adjourn</b>	<p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p>Motion to adjourn by Denise Bailey  Second to the motion by Dr. So  The meeting was adjourned at 7:10 PM.</p>			



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Attendees	
Name	Organization
Charles Bunbury	EAROP Medical Careers instructor
Heather Bystrom	EAROP Medical Careers instructor
Mikel Jackson	EAROP Sports Medicine instructor (MEHS)
Quiana Porter-Wilson	EAROP Sports Medicine/Physical Education teacher (HHS)
Sarah Lawrence	EAROP Career Counselor
Alysa Machado	EAROP Medical Careers instructor
Judi Kaufmann	Therapy Pets team
Reatha Conn	FACES Program
LaKara Green	Gurnick Academy of Medical Arts
Lisa Dianda	Gurnick Academy of Medical Arts
Chris Pearson	Turn Pro Sport
Lauren Kelly	Biotechnology teacher (THS)
Jayne Salinger	EAROP Work-based Learning Specialist
George Dib	Life Chiropractic West/St. Rose volunteers

Pathway: Patient Care

Date: November 7, 2018

Time: 6:22 PM

Facilitator: Charles Bunbury and Heather Bystrom

Recorder: Alysa Machado

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## Fall Advisory Committee Minutes 2018

	Jacqueline Hernandez	Life Chiropractic West/St. Rose volunteers
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Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>		Heather Bystrom	
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>		Heather Bystrom	

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	-CPR certification/instructor cert. possibly through Chabot (Heather helped certify students last year but had to do so in small groups given the necessary student : teacher ratio)			
<b>B. Advisory Member Letter</b>	<b>Discuss and Sign (if commitment can be made):</b> -Advisory committee agreement letter was passed out and signed by those who could make the commitment for the Spring meeting (April 10, 2019); signed letters were collected.	Heather Bystrom		
<b>B. Review Labor Market Information and Future Trends Data</b>	What changes do we need to make, in order to meet industry expectations in preparing students for careers?  <b>Discuss and Record:</b> -The alignment of the medical career course and how to serve job openings was discussed (we want to serve our students better so that they will be employable post-ROP in a variety of medical positions -Sports Medicine course gives students 180 hours and possibly career outcomes are: physical therapist aide and advanced education could allow students to become: athletic trainers a. 1-year program (all grades at the home school)	Heather Bystrom/Mikel Jackson		
<b>C. Course Outlines</b>	Discuss Course Outlines aligned to Model Curriculum Standards and Common Core  <b>Discuss, Approve and Record:</b> -Medical Careers satisfies UC G requirement (college-prep elective=approved) -New necessities for skills a. Active Sim (McGraw Hill online text)	Charles Bunbury		

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	<p>b. invasive procedures (mannequins only)</p> <p>c. Kaiser phlebectomy program requirements?</p> <p>d. possibly teaching 18yo seniors to do injections/blood draws</p> <p>e. Sports Med.; interpersonal communication (cultural sensitivity, bed-side manner)</p> <p>f. Furthering WBL possibilities (6 Guest speaker engagements set up by Mikel); and interview project for students; goal is to set up internship (90 hours that pipeline TBD)</p> <p>g. Medical Careers has had 2 guest speaking engagements)</p> <p>h. Advanced Sports Medicine course TBD</p> <p>i. Mikel received 15 treatment tables</p> <p>j. Medical Careers has FACES program for internship for students along with private sites (300 hours)</p> <p>k. desire for more dissections and prep for upper level</p> <p>l. Medical Careers articulation agreement with Chabot CC which is Medical Terminology</p> <p>m. Curriculum Outlines: (Sports Med. and Medical Careers broke into smaller groups to discuss course outlines)</p> <p>Pathway: Patient Care (1080 hours = 2 years)</p> <p>-Recommended pre-req = Algebra 2</p> <p>-Learning Outcomes; medical assisting</p> <p>-leave ROP and secure MA position</p> <p>-Cert. through NHA (CCMA)</p> <p>-simulation for injections</p> <p>-students pay for exam \$150 (ROP serves as testing site)</p> <p>*Need for students to prepare for cost early on (fundraising? Industry sponsors?)</p> <p>Medical Careers 1<sup>st</sup> year: knowledge-based</p> <p>Medical Careers 2<sup>nd</sup> year: knowledge-based</p> <p>-Anatomy and Physiology deficit (students need review)</p> <p><b>Charles gave an overview of Medical Career Units</b></p> <p>Year One: Units 1-19</p> <p>Year Two: Units 1-9 + 300 hours of CCMA exam prep</p>		
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## Fall Advisory Committee Minutes 2018

	-Judi Kaufmann giving possible community donation			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>-Addition of Adulting 101 by Heather which helps students w/ day-to-day strategies necessary for adulthood such as credit and savings accounts etc.</li> <li>-Implementation of SkillsUSA and/or HOSA</li> </ul>		Heather Bystrom	
<b>D. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>-Job interests of students to be discussed as beginning of school year and at the end to see change given new understanding gained</li> <li>-Jayne volunteered to provide networking with industry professionals and have such individuals available for students to call in order to ask industry questions/interviews (possibly assignment)</li> <li>CMA pay vs. bills/Bay Area living as an assignment and continuing education pushing students to “dream up”</li> <li>-giving packets for students to catch up who add the class during the middle of quarters/semesters in order to help them catch up</li> <li>-Need for clinic &amp; lab addition to medical classroom in C-7 (Bystrom’s classroom)</li> <li>-Jayne volunteered to help us network with more medical professionals for WBL events</li> </ul>		Heather Bystrom/ Charles Bunbury	



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<b>E. Next Advisory Board Meeting</b>	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b>          April 10<sup>th</sup>, 2019          5:30-8:00pm          Eden Area ROP</p>	Heather Bystrom	
<b>F. Adjourn</b>	<p><i>Motion to approve minutes</i>  <i>Ask for a second to the motion</i>  <i>The meeting was adjourned at 8:12 PM</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>	Heather Bystrom/ Charles Bunbury	



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Terri Penn	Eden Area ROP
Vicki Gilmour	Castro Valley High School
Rizi Manzoni	Wilcox High School
Bryan Roy	Erik's Deli Cafe
Yvonna Rogers	CVUSD

Pathway: Food Science, Dietetics & Nutrition

Date: 11/07/18

Time: 6:05PM

Facilitator: Terri Penn

Recorder: Rizi Manzoni

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Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	Approve	Terri Penn	11/07 6:20PM
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>	Approve	Terri Penn	11/07 6:30PM



## Fall Advisory Committee Minutes 2018

<b>B. Advisory Member Letter</b>	<i>Discuss and Sign (if commitment can be made):</i>	Approve	Terri Penn	11/07 6:35PM	
<b>B. Review Labor Market Information and Future Trends Data</b>	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>- Focus on job interviews, employability skills, interpersonal skills</li> <li>- Understanding the culture of the Hospitality Industry</li> <li>- Serv Safe Certification and other certification</li> </ul>	Discuss and Approved	Terri Penn	11/07 6:45PM	
<b>C. Course Outlines</b>	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b>Discuss, Approve and Record:</b></p> <ul style="list-style-type: none"> <li>- Review Hospitality Standards and ensure Alignment with appropriate standards</li> </ul>	Discuss and Approved	Terri Penn	11/07 7:05PM	





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<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>- Establish lower and mid-level leadership roles to staffed leadership roles</li> </ul>	Discuss and reworded	Terri Penn	11/07 7:30PM
<b>D. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b></p> <p>Please See Minutes For Recommendations</p>	Discuss	Terri Penn	11/07 7:35PM
<b>E. Next Advisory Board Meeting</b>	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b></p> <p>April 10<sup>th</sup>, 2019 5:30-8:00pm Eden Area ROP</p>	Discuss	Terri Penn	11/07 7:40PM
<b>F. Adjourn</b>	<p><i>Motion to approve minutes</i> <i>Ask for a second to the motion</i> <i>The meeting was adjourned at (time).</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagular@edenrop.org">jagular@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>	Approved and Motioned for Adjournment	Terri Penn seconded by Rizi Manzoni	11/07 7:40PM



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Kent Doan	EAROP
Louis Stanley	CVUSD
Andy Doolittle	SLZUSD
Gary Dylina	Pantheon Systems
Todd O'Bryan	Clever
Robert Remley	EAROP
Abraham O. Mendoza	EAROP

<b>Pathway: Information and Support</b>	
<b>Date: 11/7/2018</b>	
<b>Time: 6pm-8pm</b>	
<b>Facilitator: Kent Doan</b>	
<b>Recorder: Abraham O. Mendoza</b>	
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## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	Done	Kent Doan	11/7
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>	N/A	Kent Doan says these were not provided. Mistakenly given Civil Engineering minutes.	



## Fall Advisory Committee Minutes 2018

B. Advisory Member Letter	<i>Discuss and Sign (if commitment can be made):</i> Letters and cards in box.	Done.	Kent Doan	All members and business partners submitted
B. Review Labor Market Information and Future Trends Data	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b> Include Data Science in curriculum in addition to Cyber Security. Maybe include C, FORTRAN, and Python if possible to give students wider breadth of skill sets. Discuss by business partners about how BA requirements dropped for certain entry level positions, just certifications on top of HS diploma.</p> <p>Abraham took a vote on labor market information. Motion passed seconded by Robert. Passed.</p>	Done	Kent Doan	11/7/18
C. Course Outlines	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b>Discuss, Approve and Record:</b> Kent Doan discusses updated curriculum for EAROP course</p>	Done	Kent Doan	11/7

## Fall Advisory Committee Minutes 2018

	<p>(Cybersecurity &amp; IT Essentials) based on Common Core Standards. Louis Stanley wants more information on how Kent Doan put this update together (course also taught at Castro Valley HS in a sequence).</p> <p>Lots of Common Core code changes made to provide more skills to students. Inclusion of more technical skills and writing standards for students. Broad discussion in curriculum about changes, job correlation, newer professions and educational requirements. Also, discussion of green jobs. Close examination of course titles and description; CISCO, competencies per course, assemble and disassemble a computer, install OS, troubleshooting, vulnerability of system, etc. Discussion of course modules, class presentations, etc. Discussion of assessments and evaluation. State standards also discussed and how these align with other standards, like requirements of student learning outcomes expected by taking course; college and career readiness. Course aligned to industry standards. Doan and Stanley suggest to Andy Doolittle to map course to ICT CTE standards so his Computer Science AP courses can also align.</p> <p>Abraham took a vote on labor market information. Motion passed seconded by Robert. Passed.</p>			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <p>Kent Doan wants to develop more standards, include more work-based learning, participate more specialized training as</p>	Done	Kent Doan	11/7/18

## Fall Advisory Committee Minutes 2018

	part of his 11 Elements.  Louis Stanley plans on having similar goals and will forward these to Kent Doan. He is currently using tutorials for more specialized lessons to fulfil EAROP requirements (leadership).			
<b>D. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>• Presentation skills</li> <li>• Soft skills</li> <li>• Collaboration skills (by using Slack)</li> <li>• Demonstration of skills using Slack recommended by industry partners.</li> <li>• Dealing with A/V, conference room issues, projectors, troubleshooting prior to events as a skill. Scripting as part of solution is recommended for automating tasks.</li> <li>• Service calls: process, workflow, prioritization, and how to adapt to hierarchy in organization. Customer service as a skill set in IT should be emphasized.</li> </ul>	Done	Kent Doan	11/7/18
<b>E. Next Advisory Board Meeting</b>	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b>            April 10<sup>th</sup>, 2019            5:30-8:00pm            Eden Area ROP</p> <p>Members aware of date and plan to attend.</p>	Done	Kent Doan	11/7/18
<b>F. Adjourn</b>	<p><i>Motion to approve minutes</i>  <i>Ask for a second to the motion</i>  <i>The meeting was adjourned at (time).</i></p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p>	Done	Kent Doan	11/7/18



**Fall Advisory Committee Minutes 2018**

	<p>Motion to adjourn. Seconded.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jaguilar@edenrop.org">jaguilar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>			
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## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Ron Sharp	Alliance gas products
Chris Lueder	Alliance gas products\ VP
Eduardo Nova	San Leandro High School
Derek Lee	
Bernie Phelan	Eden Area Rop\ Director of Educational Services
Linda Granger	Eden Area Rop\ Superintendent
Barbara Juarez	Eden Area Rop\ Instructor

Pathway: Machining & Forming  
Tech, Welding and Materials  
Joining

Date: November 7, 2018

Time: 6:00 pm

Facilitator: Barbara Juarez

Recorder: Barbara Juarez

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REQUIRES A SIGNATURE.**

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## Fall Advisory Committee Minutes 2018

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## Fall Advisory Committee Minutes 2018

Instructions				
<p><b>Barbara Juarez welding ROP instructor</b>  <b>Calls to order meeting at 6 p.m. on November 7th 2018</b>  <b>Purpose of meeting is to provide support for ROP</b>  <b>And District instructors to build high-quality</b>  <b>Career Technical Education CTE programs.</b>  <b>All present introduce themselves: Ron sharp,</b>  <b>Chris Lueder, Derrek Lee and Eduardo Nova</b></p>		<p>1. Materials in file box:</p> <ul style="list-style-type: none"> <li>• Sign-In Sheets</li> <li>• Agenda</li> <li>• 2017 Meeting Minutes (to be approved)</li> <li>• Advisory Member Letter</li> <li>• Labor Market Data</li> <li>• Course Outlines</li> <li>• 11 Elements Self-Review &amp; CTE Plan</li> <li>• Annual Report</li> <li>• USB Drive with electronic documents</li> </ul>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
A. Introductions	<p><i>All members sign-in on sign in sheets.</i>  <i>Members have copies and review agenda, minutes from previous Advisory Board</i></p>			
B. Approval of Minutes	<p><i>Barbara Juarez presents minutes from Fall Advisory. Eduardo Nova Motions to approve minutes Derrick Lee seconds to the motion Motion Carried, minutes approved</i>  <i>Members Discuss and approve</i></p>			



## Fall Advisory Committee Minutes 2018

<b>B. Advisory Member Letter</b>	<i>Advisory member letter to commit to the program is reviewed and discussed. All members agree to commit and sign. All Members will attend next advisory meeting.</i>			
<b>B. Review Labor Market Information and Future Trends Data</b>	<i>Labor market is reviewed changes that need to be made could be an intro to robotic or intro to CNC programming. Eduardo states it would attract different types of students and give students advanced opportunities for employment. Derrick agrees.</i>			
<b>C. Course Outlines</b>	<i>Course outline is approved by members Derek and Eduardo stating that everything looks good information and evidence are present</i>			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<i>11 elements self-review and CTE plan are discussed and reviewed. Eduardo Nova , Ron Sharp agree and approve that all evidence seems accurate and present</i>			
<b>D. Program Suggestions and Recommendations</b>	<i>Members give Program suggestions Ron and Chris talk about a grant from Miller for \$50,000 for a virtual welding machine. Just need to get grant writer. Would be excellent tool to record and teach students movements and degrees of welds does not take the place of actual real welding. Derek Lee suggests more commitment from industry Partners. Derek Lee suggest time with him an hour to</i>			



## Fall Advisory Committee Minutes 2018

	<i>discuss options for better support from industry Partners. Eduardo Nova suggests that we could work together and pathway in our students.</i>			
<b>E. Next Advisory Board Meeting</b>	<b>Spring Advisory – Perkins and CTEIG Funding Plans April 10<sup>th</sup>, 2019 5:30-8:00pm Eden Area ROP</b>			
<b>F. Adjourn</b>	<b>Ron sharp motions for the minutes to be approved Eduardo Nova seconds the motion. Barbara Juarez calls meeting adjourned at 8 p.m. Appreciation to the advisory members for their willingness to in this capacity and provide much-needed advice for the welding program</b> PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jaquilar@edenrop.org">jaquilar@edenrop.org</a> by Friday, November 16 <sup>th</sup> .			



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Surina Piyasa	
Elaine Faxon	
Jim Gurule'	
Derrell Prat-Blackburn	
Carol Wright	
Rick Charles	Instructor, Hayward High School
Katrina Miranda	Instructor, Mt. Eden High School
Laura Jagroop	Instructor, Tennyson High School

<p>Pathway: Entrepreneurship/Self Employment</p> <p>Date: Nov. 7, 2018</p> <p>Time: 6:30pm-8:00pm</p> <p>Facilitator: Rick Charles</p> <p>Recorder: Laura Jagroop</p>	<p><b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b></p> <p><b>YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.</b></p>
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## Fall Advisory Committee Minutes 2018

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Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
A. Introductions	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			
B. Approval of Minutes	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>			

## Fall Advisory Committee Minutes 2018

	<p><b>Correction to Spring 2018 Advisory notes:</b></p> <ol style="list-style-type: none"> <li>1. <i>Surina Ehrman should be changed to Surina Piyadasa, Dynamically Speaking, Founder and CEO &amp; Executive Presenter</i></li> <li>2. <i>Mark Ehrman, IT Manger</i></li> </ol> <p><b>Elaine Faxon moved to approve. Seconded by Derrell Prat-Blackburn</b></p>			
<b>B. Business Advisory Commitment Letter</b>	<p>Discuss and Sign (if commitment can be made):</p> <p><b><i>All business advisory committed so attending the Spring 2019 advisory and signed the commitment letter.</i></b></p>			
<b>B. Review Labor Market Information and Future Trends Data</b>	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b><i>Discuss and Record: (the following suggestions were made to either continue to include in program or to implement in program if not being done now).</i></b></p> <ul style="list-style-type: none"> <li>• <i>networking, professional behavior, soft skills, use of email and corresponding</i></li> <li>• <i>Reiterate proper punctuation, grammar, greeting and attitude in a professional environment</i></li> <li>• <i>Teaching students to think bigger than what they know or have thus far experience in their lives</i></li> <li>• <i>Teach things that go with being an entre – adding value and being a problem solver</i></li> <li>• <i>Organize mixer of community leaders, teachers and</i></li> </ul>			

## Fall Advisory Committee Minutes 2018

			<p><i>professors; students dress up in business attire and network with the guests</i></p> <ul style="list-style-type: none"><li>• <i>Opportunities to practice skills of speaking in front of others, communicate ideas</i></li><li>• <i>Teaching students about Capitalism and how it is about bringing value to businesses and society; how the “market” always decides what products and services consumers need.</i></li><li>• <i>Helping students understand they are living in a dynamic and exciting time to realize new dreams and visions.</i></li><li>• <i>Teaching the User Experience when designing business ideas and apps</i></li><li>• <i>Contribute to lessons that helps students find their existing strengths</i></li><li>• <i>Team building exercises</i></li></ul>		
C. Course Outlines			<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b><i>Discuss, Approve and Record:</i></b></p> <ul style="list-style-type: none"><li>• <i>Work Based Learning activities should be increased in number.</i></li></ul> <p><b><i>Suggestions:</i></b></p> <ul style="list-style-type: none"><li>• <i>Start course with improving in-person communication</i></li></ul> <p><b><i>Outline:</i></b></p> <ul style="list-style-type: none"><li>• <i>Opportunity Recognition – Teaching passion and</i></li></ul>		



## Fall Advisory Committee Minutes 2018

	<p><i>perseverance – Angela Duckworth “Grit”; Product Market Fit should be taught in this Unit along with iteration</i></p> <ul style="list-style-type: none"> <li>• <i>NFTE competition –needs to have more time and thought put into the competitive landscape of the business the students are presenting</i></li> <li>• <i>Focus on the problem the students’ business is trying to solve</i></li> <li>• <i>More emphasis on the market size</i></li> <li>• <i>Employer Expectations – professionalism, communication, punctuality, etiquette, courtesy, reliability, express interest to learn, curious, honorable character, good attitude</i></li> </ul> <p><i><b>Elain Faxon motions to approve current outline Derrell Prat-Blackburn 2<sup>nd</sup> the motion</b></i></p>			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>• <b>Courses are being condensed and streamlined</b></li> <li>• <b>We offer the A-G requirements for the elective credits for college entry</b></li> <li>• <b>We are articulated with Chabot College – students earn 2 college credits for completing the classes with</b></li> </ul>			



## Fall Advisory Committee Minutes 2018

	<p><i>a B or better.</i></p> <ul style="list-style-type: none"> <li><i>Internships, WBL, job shadowing and student leadership</i></li> <li><i>Students are counseled about CTE career opportunities</i></li> </ul> <p><i>Suggestion:</i></p> <ul style="list-style-type: none"> <li><i>Work Based Learning activities should be increased in number.</i></li> </ul>			
<b>D. Program Suggestions and Recommendations</b>	<p>Discuss and Record:</p> <ul style="list-style-type: none"> <li><i>Email all advisory documents to advisors ahead of the Advisory date in order for members to give more substantive advice.</i></li> <li><i>More visits at high schools from professionals</i></li> <li><i>Coordinate with Ms. Mota to coordinate with Middle School to recruit for entry into CTE/ROP classes when they enter High School.</i></li> <li><i>Work Based Learning activities should be increased in number.</i></li> </ul>			
<b>E. Next Advisory Board Meeting</b>	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b>  April 10<sup>th</sup>, 2019  5:30-8:00pm  Eden Area ROP</p>			

## Fall Advisory Committee Minutes 2018

F. Adjourn	<p>Motion to approve minutes <b>Elaine Faxon moved to approve</b>  Ask for a second to the motion <b>Derrell Prat Blackburn</b>  <b>seconded the motion</b>  The meeting was adjourned <b>at 8:00pm</b></p> <p>Appreciation to the advisory members for their willingness to  serve in this capacity and provide much needed advice for this  program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO  JENNIFER AGUILAR AT: <a href="mailto:jaguilar@edenrop.org">jaguilar@edenrop.org</a> by Friday,  November 16<sup>th</sup>.</b></p>			



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Dawn Fergosa	CEO Dawn Fergosa Enterprise
Kesha Taylor	Clean Harbors
Robert Mc Manus	San Leandro PD
Michael Singer	Oracle
Ruben Garza	Alpha Energy Management
Justin Kent	Sony
Nancy Mc Donald	FDIM
Juanita Paez	Mens Wearhouse
Elizabeth Williams	Social Security Admin
Melanie Raumann	Square
Jeffrey Lewis	Farmers
Monica Moore	Golden Gate Audubon S
Julie Glenn	A C N Management
Mary Glenn	MJ Consultants

Pathway: Marketing

Date:11/7/18

Time:6.20PM

Facilitator: Romy Shivers

Recorder: Michelle Stephens

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## Fall Advisory Committee Minutes 2018

	Gautam Biswas	State Bank of India
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## Fall Advisory Committee Minutes 2018

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Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>	X  X  X  X	Justin Kent  Robert McManus  Christina Charlton	



## Fall Advisory Committee Minutes 2018

B. Advisory Member Letter	Discuss and Sign (if commitment can be made):	X			
B. Review Labor Market Information and Future Trends Data	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b></p> <p><b>Respect</b></p> <p><b>Shy/introvert – better communication skills that have been hampered by social media and internet usage</b></p> <p><b>Confidence – through experience</b></p> <p><b>Public speaking skills</b></p> <p><b>Provide more opportunities for students to network and practice their communication skills...start the conversation</b></p> <p><b>Data analytics – reading and deciphering</b></p> <p><b>Financial Education</b></p> <p><b>Culture – Work life balance</b></p> <p><b>Soft skills, understanding the difference between skills and qualities</b></p>				



## Fall Advisory Committee Minutes 2018

	<p><i>Communication skills – Body language, listening, speaking with confidence</i></p> <p><i>Time management</i></p> <p><i>Professional web-based programs i.e. LinkedIn</i></p> <p><i>*as a living portfolio and work samples/visuals</i></p> <p><i>*pathway portfolio</i></p> <p><i>*Personal professional portfolio</i></p> <p><i>Include interests hobbies as a part of the student professional portfolio</i></p> <p><i>SWOT Analysis – make it relative on how students can implement this skill throughout the entire career pathway</i></p> <p><i>Hack-A-Thon Class</i></p>			
<b>C. Course Outlines</b>	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><i>Discuss, Approve and Record:</i></p> <p><i>Case Studies</i></p> <p><i>Project base guest speakers</i></p> <p><i>LinkedIn Living Professional Portfolio</i></p>			





## Fall Advisory Committee Minutes 2018

	<p><b>JAVA</b>  <b>MIT App.(application software)</b>  <b>Scaffolding – technology</b>  <b>CRM for field of interest</b>  <b>Coding</b>  <b>Tangible goals – “What do you want?” Visualization</b></p>			
<p><b>C. 11 Elements Self Review &amp; CTE Plan</b></p>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b>Discuss and Record:</b></p> <p>(3.B) Career Exploration and Guidance –</p> <p>Overcome difficulty by beginning the conversation and guidance over a longer period of time.</p> <p>Utilizing talent of our DECA alumni to mentor students on College and Career.</p> <p>(2.F) High Quality curriculum and Instruction</p> <p>Grants to support programs with funds and resources Funding</p> <p>Laptops – Utilizing resources recognized by our Advisory</p> <p>Recommendation – Please send money: Adopt a DECA Student “Learn and Earn”</p> <p>(11.B)</p>			



## Fall Advisory Committee Minutes 2018

	(11.B) Supporting program enrollment by marketing and advocating for CTE  Councilors luncheon – Invite our Advisors  Google Ad-words certification			
<b>D. Program Suggestions and Recommendations</b>	<p><b><i>Discuss and Record:</i></b></p> <p>(3.B) Career Exploration and Guidance –</p> <p>Overcome difficulty by beginning the conversation and guidance over a longer period of time.</p> <p>Utilizing talent of our DECA alumni to mentor students on College and Career.</p> <p>(2.F) High Quality curriculum and Instruction</p> <p>Grants to support programs with funds and resources Funding</p> <p>Laptops – Utilizing resources recognized by our Advisory</p> <p>Recommendation – Please send money: Adopt a DECA Student “Learn and Earn”</p> <p>(11.B) Supporting program enrollment by marketing and advocating for</p>			



## Fall Advisory Committee Minutes 2018

	CTE Councilors luncheon – Invite our Advisors Google Ad-words certification			
<b>E. Next Advisory Board Meeting</b>	<b>Spring Advisory – Perkins and CTEIG Funding Plans</b> April 10 <sup>th</sup> , 2019 5:30-8:00pm Eden Area ROP			
<b>F. Adjourn</b>	<i>Motion to approve minutes</i> <i>Ask for a second to the motion</i> <i>The meeting was adjourned at (time).</i>  Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.  <b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jaguilar@edenrop.org">jaguilar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b>			



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Rose Dowd	Employment Specialist-EB Regional Center
Lori Kotsonas	Director of Employment Services EB Innovations
Megan Bello	MACSelpa Workability Coordinator Mid Alameda SELPA
Cheryl Gixti	Eden ROP Instructor WA1 Coordinator
Lauren Kelly	Eden ROP Assistant Director
Stacy Gibson	Eden ROP Instructional Assistant

Pathway: Professional Sales

Date: November 14, 2018

Time: 9:00-10:30am

Facilitator: Cheryl Gixti

Recorder: Lauren Kelly

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<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>	X	Gixti	Done
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record:</b></p>	X	Gixti & Advisory	Done

## Fall Advisory Committee Minutes 2018

	Ms. Gixti reviewed the minutes from the spring 2018 meeting and the advisory approved the minutes. Motion to Approve Megan Bello Second Lorie Katsanas Yay 3 Nay 0			
<b>B. Advisory Member Letter</b>	<b>Discuss and Sign (if commitment can be made):</b>  No business members present. LPA focus and they contract with employment providers	X	Gixti	Done
<b>C. LPA</b>	LPA discussed. Covers Regional Center, Schools and Rehab Center students who qualify in all 3 areas. Designed to be a handoff for students from Workability to Adult employment services.  Goal is to prepare and achieve competitive integrated employment. Intent is to target youth for employment early. Aiming for competitive early employment. Access to resources is key and coordinating them in Alameda county is the key to success. The LPA is there to open up communication between all resources. Workability also requires EAROP to belong to an LPA.  Roles defined: Dowd is Workability specialist from Regional Center of the East Bay. Bello is WAI Transition Coordinator MAC-SELPA Katsanas is Employment Director of East Bay Innovations	X	Gixti and Kelly	1/15/19

## Fall Advisory Committee Minutes 2018

	<p>Aligning schedules is very important and defining dates is important.</p> <p>To Do: Create spreadsheet of dates that coordinates for Project Search through Dept of Rehab (DOR), Regional Program also serves non DOR adults.</p> <p>To Do: Create universal release forms for access to Regional Center programs.</p> <p>To do: Get Bernie/Linda to invite all 4 districts to be a part of our LPA. We need program managers or district level SPED directors. About 400-500 students across 4 districts would qualify through ID. Not enough adult ed transition services at the district level. What is driving this lack of courses? Is it funding? Or, is it because students are not asking? Only 100 seats are offered through the MAC-SELPA.</p> <p>Questions: Who do we reach out to for correct placement? Last page of LPA agreement lists participating agencies and is an ever changing list as people come and go from jobs.</p> <p>How do we refer a students?</p> <p>While in school resources are limited and paid by the district. As they graduate, students move to Regional Center and then form there to DOR. Students, now adults, provide access to adult employment.</p> <p>Transitions and services should be brought up as early as</p>		
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## Fall Advisory Committee Minutes 2018

	<p>middle school IEPs to ensure students are placed at Regional Center at 18. If student is over 18 and not conserved, it is the adult's choice to participate or not. If student remains in school through 22, it is hard for Regional Center to fund until adult student leaves the district. Read RCEB.org for more information. Release from family required for RC social worker to attend an IEP. High school case manager should help family reach out to Regional Center early. There are 5 qualifying areas for Reg Center</p> <ol style="list-style-type: none"> <li>1. Autism</li> <li>2. Other</li> <li>3. Epilepsy</li> <li>4. Cerebral Palsey</li> <li>5. ID</li> </ol> <p>Regional Center maintains relationships with providers who help place adults into employment.</p> <p>Tailored Day Services program also described.</p> <p>LPA participants must be:</p> <p>Regional Center DOR</p> <p>Who will the core partners be in the community? What will the partnership agree to do? WE can participate in Alameda County or we can create our own LPA? January 15, 1:30PM Oakland at DOR 1515 Clay Street</p>			
<b>D. Review Labor</b>	What changes do we need to make, in order to meet	X	Gixti &	Done



## Fall Advisory Committee Minutes 2018

<b>Market Information and Future Trends Data</b>	<p>industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b></p> <p>Future trends show fast foods cooks are down and retail sales person down. Need to show future career interests of students and need job developers as well in the industry.</p> <p>Schools should focus on skills development and soft skills, behavioral barriers, professional interactions. University of Ohio developed a career assessment for adults with developmental disabilities.</p>		Advisory	
<b>E. Course Outlines</b>	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b>Discuss, Approve and Record:</b></p> <p>Course outline given out.</p> <p>First by Bello</p> <p>Second by Dowd</p> <p>Approved course and approve continuation of course</p> <p>Yay 3</p> <p>No 3X</p>	X	Gixiti & Advisory	Done
<b>F. Program Suggestions and Recommendations</b>	<p><b>Discuss and Record:</b></p> <p>Discuss new course for 2020-21 and got feedback. Basic Skills, job experience, resume writing. Maybe Merchandising 2 and Job Experience for higher level students. Take this to Linda. Possible funding for job experience through Regional Center.</p>	X	Gixiti, Kelly	Nov 2019 Course Description



## Fall Advisory Committee Minutes 2018

<b>G. Adjourn</b>	<p><i>Motion to approve minutes by Dowd</i> <i>Seconded by Katsano</i> <i>Ask for a second to the motion</i> <i>The meeting was adjourned at 11AM.</i> Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>			
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## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Doug Tumacur, Firefighter/Paramedic	Hayward Fire Department
Josh Hobbs, Firefighter/Paramedic	Hayward Fire Department
Eric Brassfield, Firefighter/Paramedic	Hayward Fire Department
Deputy Chief Eric Vollmer	Hayward Fire Department
Bob Negri, EMS Coordinator	Hayward Fire Department
Captain John Peters, Firefighter	Eden Area ROP
Marlene McDowell, Instructor	Eden Area ROP
<p><b>PLEASE NOTE: THIS IS NOT THE SIGN-IN PAGE THAT REQUIRES A SIGNATURE.</b></p> <p><b>YOU WILL NEED TO SIGN THE DOCUMENT THAT HAS ALL 4 DISTRICT LOGOS ON IT.</b></p>	



## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>1. Marlene called the meeting to order at 9:45 am and explained to the advisory members the purpose of the meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>2. Recorder designated: Captain Peters</li> <li>3. Marlene welcomed all advisory members.</li> </ol>		<ol style="list-style-type: none"> <li>4. Materials in file box:               <ul style="list-style-type: none"> <li>• Sign-In Sheets</li> <li>• Agenda</li> <li>• 2017 Meeting Minutes (to be approved)</li> <li>• Advisory Member Letter</li> <li>• Labor Market Data</li> <li>• Course Outlines</li> <li>• 11 Elements Self-Review &amp; CTE Plan</li> <li>• Annual Report</li> <li>• USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>1. All present to introduce themselves</li> <li>2. All present to sign in on sheets provided</li> <li>3. Review agenda</li> </ol>			
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>1. Facilitator presents minutes from Spring Advisory.</li> <li>2. Motion to approve minutes: Josh Hobbs</li> <li>3. Ask for a second to the motion: Bob Negri</li> <li>4. Motion Carried, minutes approved</li> <li>5. Share examples of how suggestions from previous meeting were implemented. \$1,000 dollars was provided to the program to purchase</li> </ol>			



## Fall Advisory Committee Minutes 2018

	supplies and equipment. <b>Discuss, Approve and Record:</b> We will purchase SCBA's, and EMS supplies.			
<b>B. Advisory Member Letter</b>	<b>Discuss and Sign (if commitment can be made):</b> Deputy Chief Vollmer, and the Hayward Fire Department EMS Coordinator Bob Negri signed the letters.			12/2018
<b>B. Review Labor Market Information and Future Trends Data</b>	What changes do we need to make, in order to meet industry expectations in preparing students for careers?  <b>Discuss and Record:</b> Continued emphasis on preparing students for the real world of work by teaching soft skills. Providing more opportunities through the mentorship program and ride alongs with other agencies.		Captain Peters Marlene McDowell	2/2019
<b>C. Course Outlines</b>	Discuss Course Outlines aligned to Model Curriculum Standards and Common Core  <b>Discuss, Approve and Record:</b> The advisory committee members thought that the curriculum was ambitious; but covered all relevant topics related to fire science and EMS.			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.  <b>Discuss and Record:</b>		Captain Peters	3/2019



## Fall Advisory Committee Minutes 2018

	<p>After reviewing the 11 CTE Elements of Quality CTE Programs with the advisory committee members, Marlene stated Captain Peters taught the Firefighter 50 course and the students earned college credit while enrolled at Eden Area ROP.</p> <p>Continued effort to articulate with Chabot College has allowed students to take the EMR class concurrently while in the Fire Science/EMS class here at Eden Area ROP. Then the students can enroll in the EMT course. It is being discussed that Semester 1 can be designated for Fire Science and Semester II be designated for EMS.</p>			
<b>D. Program Suggestions and Recommendations</b>	<p><b><i>Discuss and Record:</i></b> We will re-visit the proposal that fire science students have the opportunity to intern at Turbicio Clinic located at HFD Station #7.</p>		Chief Vollmer	2/2019
<b>E. Next Advisory Board Meeting</b>	<p><b><i>Spring Advisory – Perkins and CTEIG Funding Plans</i></b> April 10<sup>th</sup>, 2019 5:30-8:00pm Eden Area ROP</p>			
<b>F. Adjourn</b>	<p><i>Motion to approve minutes: Captain Peters</i> <i>Asked for a second to the motion: Eric Brassfield</i> <i>Motion Carried, minutes approved</i> The meeting was adjourned at: 10:40 am</p> <p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p>			



## Fall Advisory Committee Minutes 2018

	PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16 <sup>th</sup> .			
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## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Michael McKinney	McKinney Consulting
Edger Juarez	Cooks/Abra Collison
Derick Deo	Pan-America Auto Collsion
Ben Snell	PPG paint company

Pathway: Structural Repair & Refinishing

Date: 11/7/2018

Time:6:00-8:00 PM

Facilitator: Michael McKinney

Recorder: Daniel Pareja

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## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
A. Introductions	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			
B. Approval of Minutes	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Fall Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record: Micheal McKinney approved Edger Jurez 2nded.</b></p>			



## Fall Advisory Committee Minutes 2018

B. Advisory Member Letter		<i>Discuss and Sign (if commitment can be made):</i>			
B. Review Labor Market Information and Future Trends Data		<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b><i>Discuss and Record: Ben Snell, said that we need to focus more entry level skills for Auto Body and Paint and more panel replacement.</i></b></p>			
C. Course Outlines		<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><b><i>Discuss, Approve and Record: Ben Snell said we need to merge collision into the course outline the others agreed.</i></b></p> <p><b><i>Put in more I Car and PPG curriculum</i></b></p>			
C. 11 Elements Self Review & CTE Plan		<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><b><i>Discuss and Record: work on ppg certification for preping, Paint and EPA</i></b></p>			



## Fall Advisory Committee Minutes 2018

D. Program Suggestions and Recommendations	Discuss and Record: Field trip to at least 3 body shops, start adding in plastic repair and keep focuses on entry level skills				
E. Next Advisory Board Meeting	Spring Advisory – Perkins and CTEIG Funding Plans April 10 <sup>th</sup> , 2019 5:30-8:00pm Eden Area ROP				
F. Adjourn	Derek made a Motion to approve minutes, Micheal seconded the motion The meeting was adjourned at 7:45.  Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.  <b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagular@edenrop.org">jagular@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b>				



## Fall Advisory Committee Minutes 2018

Attendees	
Name	Organization
Jose Sanchez	Eden Area ROP- Instructor
Darren Rees	CVHS- Instructor
Andy Shyers	SLEHS- Instructor
Israel Lopez	BART- Transportation Mechanic
Jim Baum	Chabot College- Instructor
Nick Grucza	BART- Transportation Mechanic
Mace Gjerman	Peterson CAT- Training Director
Eric Aguado	Product Manager World Pac
Vicente Padilla	Fremont Mercedes- Service Technician
Dino Fry	Putnam Cadillac- Service Technician
Manuel Pereira	Putnam Chevrolet- Service Technician

Pathway: System Diagnostics & Service

Date: November 7, 2018

Time: 6:30

Facilitator: Jose Sanchez

Recorder: Jose Sanchez

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## Fall Advisory Committee Minutes 2018

Instructions				
<ol style="list-style-type: none"> <li>Facilitator calls meeting to order and explains purpose of meeting: <b>called to order at 6:30</b> <i>Provide support for ROP and District instructors to build high quality Career Technical Education (CTE) programs.</i></li> <li>Recorder designated</li> <li>Welcome guests</li> </ol>		<ol style="list-style-type: none"> <li>Materials in file box:               <ul style="list-style-type: none"> <li>Sign-In Sheets</li> <li>Agenda</li> <li>2017 Meeting Minutes (to be approved)</li> <li>Advisory Member Letter</li> <li>Labor Market Data</li> <li>Course Outlines</li> <li>11 Elements Self-Review &amp; CTE Plan</li> <li>Annual Report</li> <li>USB Drive with electronic documents</li> </ul> </li> </ol>		
Agenda Item	Discussion/Minutes	Action Required	Responsible Person/Group	Due Date
<b>A. Introductions</b>	<ol style="list-style-type: none"> <li>All present to introduce themselves</li> <li>All present to sign in on sheets provided</li> <li>Review agenda</li> </ol>			
<b>B. Approval of Minutes</b>	<ol style="list-style-type: none"> <li>Facilitator presents minutes from Spring Advisory.</li> <li>Motion to approve minutes</li> <li>Ask for a second to the motion</li> <li>Motion Carried, minutes approved</li> <li>Share examples of how suggestions from previous meeting were implemented.</li> </ol> <p><b>Discuss, Approve and Record: Minutes of the Spring</b></p>			

## Fall Advisory Committee Minutes 2018

	<p><i>Advisory were distributed to the members. Members reviewed the minutes and accepted as written with the spelling correction of Darren Rees and CVHS program being <u>granted</u> Articulation with Chabot College not <u>grated</u></i></p> <p><i>Mace Gjerman motioned to accept the minutes</i></p> <p><i>Dino Fry seconds the motion, minutes accepted</i></p>			
B. Advisory Member Letter	<p><b>Discuss and Sign (if commitment can be made):</b></p> <p>Mr. Sanchez distributed Advisory letter and contact sheets. Mr. Sanchez explained the reason for the new procedure and collected all commitment letters from members. The date for the next Advisory is April 10, 2019 at the ROP center.</p>			
B. Review Labor Market Information and Future Trends Data	<p>What changes do we need to make, in order to meet industry expectations in preparing students for careers?</p> <p><b>Discuss and Record:</b></p> <ul style="list-style-type: none"> <li>• Not enough students going into the industry</li> <li>• Insurance issues hiring under 18yo</li> <li>• Students don't have tools.</li> <li>• Shortage of Journeyman Techs increasing</li> <li>• The business plan has changed, Shop owners and Dealerships trying to hire more "lube techs" rather than entry level techs due to wage factors, if tech has tools must be paid twice minimum wage.</li> <li>• Continue to push all Certifications</li> <li>• Perform more skills type task to ready students</li> <li>• Students starting at a lower skill set level than previous generations</li> <li>• Students not willing to go out in the labor market at this point</li> </ul>			

## Fall Advisory Committee Minutes 2018

	<ul style="list-style-type: none"> <li><i>Ford wants to create a pathway between High Schools and Dealerships</i> <i>Dino Fry Motion to approve</i> <i>Manual Periera Second</i></li> </ul>			
<b>C. Course Outlines</b>	<p>Discuss Course Outlines aligned to Model Curriculum Standards and Common Core</p> <p><i>Discuss, Approve and Record: Course outline was discussed and approved from model that was used for NATEF Certification earlier in the Spring. Only change course now considered 1 year at 540 hr. from 2 year at 1080</i> <i>More condensed and cover all 8 areas</i></p> <p><i>Eric Aguado motion to approve</i> <i>Mace Gjerman seconds</i></p>			
<b>C. 11 Elements Self Review &amp; CTE Plan</b>	<p>Discuss the purpose of these two documents. Discuss the reasons behind your ratings and your plan moving forward.</p> <p><i>Discuss and Record: Jose Sanchez explained the purpose of the 11 elements and CTE plan. The grading was discussed and action plan to improve the scores. He explained previous year area that was completed was to Certify the Program. This year the area that will be addressed are:</i></p> <ul style="list-style-type: none"> <li><i>Student placement</i></li> <li><i>Internships</i></li> </ul>			



## Fall Advisory Committee Minutes 2018

	<ul style="list-style-type: none"> <li>• <i>Job shadowing</i></li> <li>• <i>New text book</i></li> <li>• <i>Preparatory course for ASE Certification</i></li> <li>• <i>Instructor training</i></li> <li>• <i>CTSO Hydrogen Fuel cell Competition</i></li> <li>• <i>Certifications</i></li> </ul>			
D. Program Suggestions and Recommendations	<p><i>Discuss and Record:</i></p> <ul style="list-style-type: none"> <li>• <i>Teacher collaboration to address issues with training and placement / meet with all current instructors, summit.</i></li> <li>• <i>Meet directly with Dealer Principals regarding placement possibilities / mentorships</i></li> <li>• <i>Creating an middle school training program</i></li> <li>• <i>Creating program regarding personnel training specifically to Dealership requirements / expectations</i></li> </ul>			
E. Next Advisory Board Meeting	<p><b>Spring Advisory – Perkins and CTEIG Funding Plans</b>  April 10<sup>th</sup>, 2019  5:30-8:00pm  Eden Area ROP</p>			
F. Adjourn	<p><i>Motion to approve minutes</i>  <i>Ask for a second to the motion</i>  <b>The meeting was adjourned at (7:59)</b></p>			





## Fall Advisory Committee Minutes 2018

	<p>Appreciation to the advisory members for their willingness to serve in this capacity and provide much needed advice for this program.</p> <p><b>PLEASE EMAIL THIS COMPLETED MEETING MINUTES TO JENNIFER AGUILAR AT: <a href="mailto:jagUILar@edenrop.org">jagUILar@edenrop.org</a> by Friday, November 16<sup>th</sup>.</b></p>			
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# Information Items





**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Midyear Review of the Superintendent's Goals

## **BACKGROUND**

Each year the Governing Board develops goals for the Superintendent. The goals are designed to set a path for moving the organization forward and serve as the basis for the Superintendent's evaluation at the end of the school year.

## **CURRENT SITUATION**

The Superintendent will provide an update on the progress and status of the goals identified for this school year.

## **RECOMMENDATION**

Information only

# Action Items





**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Governing Board Reorganization

## **BACKGROUND**

Annually, in February, the Governing Board selects a Board President and Vice-President to perform the duties as specified in the Government Code.

## **CURRENT SITUATION**

Now that reorganization of the members' districts have been completed, the Eden Area ROP Governing Board will select a President and Vice-President to serve from March 2019 through February 2020. All members of the current Governing Board are eligible for election.

## **RECOMMENDATION**

It is recommended that the Governing Board elect their new officers at tonight's meeting and approve the Governing Board reorganization.



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the adoption of Resolution 4-18/19: Career and Technical Education Month (February)

## **BACKGROUND**

February has been designated as Career and Technical Education Month by the Association for Career and Technical Education (ACTE).

## **CURRENT SITUATION**

Attached Resolution 4-18/19 recognizes the month as a celebration of the vital impact career and technical education makes upon our students' lives, our business and technical communities and the economic development of our country.

Once adopted, Resolution 4-18/19 will be sent to local and state officials to increase awareness.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the adoption of Resolution 4-18/19: Career and Technical Education Month (February).



# EdenAreaROP

## Resolution No. 4-18/19

### Career and Technical Education Month: February

**WHEREAS**, February has been designated Career and Technical Education Month by the Association for Career and Technical Education; and

**WHEREAS**, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; and

**WHEREAS**, career and technical education provides Americans with a school-to-careers connection that is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

**WHEREAS**, career and technical education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities; and

**WHEREAS**, career and technical education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

**WHEREAS**, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade;

**NOW THEREFORE, BE IT RESOLVED**, that the Governing Board of the Eden Area Regional Occupational Program does hereby recognize February as

### CAREER AND TECHNICAL EDUCATION MONTH

and urge all citizens to become familiar with the services and benefits offered by the career and technical education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

**PASSED AND ADOPTED** by the following called vote this 7<sup>th</sup> day of February 2019.

AYES:  
NOES:  
ABSTENTIONS:  
ABSENT:

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



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Marites Fermin, Business Manager  
**SUBJECT:** Request the Governing Board to approve the Budget Development Calendar for the 2019-2020 School Year

## **BACKGROUND**

The Eden Area ROP, like all public educational institutions, must follow Education Code 42127 including the responsibility to develop a budget calendar that will guide the district through the fiscal year.

As a requirement all Local Educational Agencies (LEAs) must adopt a budget by July 1 of each year. County superintendents are required to examine the adopted budget for each school district in the county and the State Superintendent of Public Instruction (SSPI) is required to examine the adopted budget for each county office of education. Budgets are examined for compliance with state adopted criteria and standards, to identify technical corrections needed, and to determine whether the budget will allow the LEA to meet budget year and multiyear financial commitments. Budgets must be approved or disapproved by specified dates.

## **CURRENT SITUATION**

The Education code 42127 requires all school districts to adopt a budget calendar that complies with the State of California budget cycle. Items required for budget adoption in the state law are to publish a notice and agenda of public hearing on the budget. Determine the budget adoption methodology, either single or dual adoption process. The final budget must be adopted with a criteria and standards and revised within 45 days of the adoption of the State budget.

Tonight, a presentation will be made to discuss the budget calendar.

## **RECOMMENDATION**

It is recommended that the Governing Board approve the budget development calendar for the 2019-2020 school year.



**Budget Development Calendar**  
**Preparation for 2019-2020 Budget**  
(in progress during the 2018-2019 school year)

<b>PHASE 1</b>	
Thursday, September 06, 2018	Board approves 2017-2018 Unaudited Actuals
Thursday, December 06, 2018	Board approves 2018-2019 First Interim Report
Tuesday, January 15, 2019	Governor's Budget - Sacramento
Monday, January 28, 2019	(Current 2018-19) discussion with administrators – Discuss classes of concern
Monday, January 28, 2019	Define Budget priorities
Tuesday, January 29, 2019	Distribute current budget information and forms to staff
Thursday, January 31, 2019	Business Manager develop Budget assumptions and goals
Monday, February 04, 2019	Administrators develop class projections for 2019-2020
Thursday, February 07, 2019	Board approves Budget Calendar for 2019-2020
Friday, February 08, 2019	Intent to return letter sent to staff
Friday, February 15, 2019	Intent to return letters due back to Personnel
Monday, February 18, 2019	Administrators submit their proposed budgets to Business
Monday, February 25, 2019	Administrators discuss and recommend new programs and programs to be terminated
Thursday, February 28, 2019	Superintendent and Business Manager review all budgets
Monday, March 04, 2019	Step and Column and professional growth calculated and distributed to administrators
Monday, March 11, 2019	Administrators meet and discuss budget and equipment requests
Thursday, April 11, 2019	Budget presented to the Coordinating Council
<b>PHASE 2</b>	
Friday, April 19, 2019	All outside contracts renewed for 2019-2020
Friday, April 26, 2019	Purchase Orders closed for 2018-2019
May 2019	Governor's Revised Budget
Thursday, May 02, 2019	First Reading of Budget to the Governing Board
Monday, May 06, 2019	Teachers' contracts sent out
Friday, May 17, 2019	Teachers' contracts returned
Thursday, June 06, 2019	Conduct Public Hearing
Thursday, June 06, 2019	Approval of the 2019-2020 Adopted Budget by Governing Board
Wednesday, June 12, 2019	Budget released for instructional staff
Friday, June 28, 2019	File SACS data with County Superintendent of Schools
Monday, July 15, 2019	Submit Adopted budget documents to County Superintendent of Schools
<b>PHASE 3</b>	
Monday, July 01, 2019	Update District revenues when State Adopts Budget
Thursday, September 05, 2019	Board approves 2018-2019 Unaudited Actuals
Monday, September 16, 2019	Submit unaudited actuals documents to County Superintendent of Schools
Wednesday, September 18, 2019	Update Beginning Fund Balances
<b>PHASE 4</b>	
Wednesday, August 14, 2019	45 Days after Board adopts revised budget based on final State Budget, as needed
<b>PHASE 5</b>	
Thursday, December 05, 2019	First Interim Report 2019-2020
Thursday, March 05, 2020	Second Interim Report 2019-2020



**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the Agreement with Roxanne Ansolabehere for IT Systems Support Services from January 2019 through December 2019

## **BACKGROUND**

The Eden Area ROP contracted for IT services for 2 days a week until the 2014-2015 school year. At this time the board approved the creation of a Technology Coordinator position so that the center programs and staff would have consistent support throughout the week.

## **CURRENT SITUATION**

Due to turnover in this position and one time projects needed to upgrade technology to current standards, clear processes and procedures to meet the technology needs for our staff need to be established. Contracting for support services will enable us to set up the systems necessary to operate efficiently and meet the needs of our staff and students.

Fiscal Impact: Consultant will be paid \$80/hour not to exceed 200 hours or \$16,000.

## **RECOMMENDATION**

It is recommended that the Governing board approve the agreement with Roxanne Ansolabehere for IT systems support services from January 2019 through December 2019.

## AGREEMENT FOR SERVICE

### **THIS AGREEMENT FOR SERVICE** (this "Agreement") for the 2019 calendar year

BETWEEN

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

#### **OF THE FIRST PART**

-AND-

Roxanne Ansolabehere  
(the "Service Provider")

#### **OF THE SECOND PART**

#### **BACKGROUND:**

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

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

#### **Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
  - Assessing current state of IT systems
  - Provide guidance in the development of effective systems
  - Recommend procedures to follow in prioritizing IT requests.
  - Recommendations regarding equipment and software purchases for effective IT support
  - Provide coaching and support to Technology Coordinator in effective project management

#### **Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until December 20, 2019, 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 \$80 per hour worked for a maximum of 200 hours. Hours worked will be mutually agreed upon by both parties.
5. This compensation will be payable upon completion of the agreed to services on a monthly basis.
6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

### **Confidentiality**

7. 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**

8. 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**

9. 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.
10. 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**

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

### **Assignment**

12. 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**

13. 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**

14. 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**

15. 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. Roxanne Ansolabehere

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

### **Costs and Legal Expenses**

16. 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**

17. 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**

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

### **Limitation of Liability**

19. 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**

20. 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**

21. 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**

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

### **Titles/Headings**

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

### **Gender**

24. 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**

25. 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**

26. 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**

27. 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**

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

\_\_\_\_\_  
Roxanne Ansolabehere

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Granger, Superintendent  
Eden Area ROP

\_\_\_\_\_  
Date

**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**SUBJECT:** Request the Governing Board to approve the MOU with JPA Members for an Ongoing Joint Powers Authority for Participation in the Career Technical Education Incentive Grant (CTEIG) Program

### **BACKGROUND**

The California Department of Education has allocated \$150 million per year for the CTE Incentive Grant Program. Funds for this grant will have to be matched with cash dollars at \$2:\$1 rate. Additionally, ed code requires a commitment to maintain current CTE funding levels at the 18-19 level for the next three years. Funds are to be used to maintain and improve CTE pathways.

### **CURRENT SITUATION**

JPA ROPs are eligible to apply as the fiscal lead for the grant as long as there is an MOU in place among the participating districts and the ROP. Member districts have agreed to continue in the same manner as the original application and apply as a consortium with EAROP as the lead. This MOU serves as the agreement among the districts and the ROP that will enable us to move forward with this grant application as a consortium.

### **RECOMMENDATION**

It is recommended that the Governing Board to approve the MOU with JPA Members for an ongoing Joint Powers Authority for participation in the Career Technical Education Incentive Grant (CTEIG) Program.



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

Names of Participating Local Educational Agencies (LEAs):

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

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

For JPA's:

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

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

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

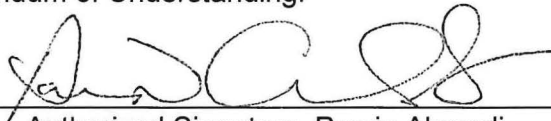
No funds will be redistributed to individual members of the JPA for purposes or programs that are not available to all members of the JPA.

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

As evidenced by the accompanying Superintendent or Authorized Designee signatures, each of the JPA's participating LEAs agrees allocate all of their ADA to Eden Area ROP and to the conditions set forth in this Memorandum of Understanding:

Castro Valley Unified

LEA Name

  
Authorized Signature, Parvin Ahmadi

12/5/2018  
Date

Hayward Unified

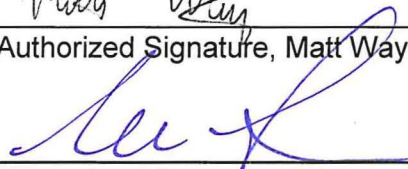
LEA Name

  
Authorized Signature, Matt Wayne

12/5/2018  
Date

San Leandro Unified

LEA Name

  
Authorized Signature, Michael McLaughlin

12/10/18  
Date

San Lorenzo Unified

LEA Name

  
Authorized Signature, Madeline Gabel

12/5/2018  
Date

Eden Area ROP

LEA Name

  
Authorized Signature, Linda Granger

12.10.18  
Date

**DATE:** February 7, 2019  
**TO:** ROP Governing Board  
**FROM:** Linda Granger, Superintendent  
**PREPARED BY:** Craig Lang, Director of Adult Programs  
**SUBJECT:** Request the Governing Board to approve the MOU with Northern California Elevator Industry Joint Apprenticeship and Training Committee for Apprenticeship Training for the 2018-2019 School Year

## **BACKGROUND**

Apprenticeship in California dates back to the Shelly-Maloney Apprenticeship Labor Standards Act of 1939. Apprenticeship programs include on-the-job training and related and supplementary classroom instruction. In order for an apprenticeship to exist one of the required partners must be a local education agency (LEA). LEAs may provide both the instructor and the classroom facilities or only serve as the fiscal agent.

## **CURRENT SITUATION**

The Northern California Elevator Industry Joint Apprenticeship and Training Committee (JATC) provides hands on training utilizing labs, assorted training aids, text materials and video. Our partnership with Northern California Elevator Industry JATC has generated benefits for our students by expanding their links to employers and labor representatives, updating curriculum to interface with these programs, and encouraging non-traditional career opportunities for women and minorities.

The Eden Area ROP will serve as the fiscal agent. This would require us to monitor the hours of service provided by the programs. In return, the Eden Area ROP retains a minimum of twenty (20) percent for administrative costs and pre-apprenticeship opportunities for our students.

## **RECOMMENDATION**

It is recommended that the Governing Board to approve the MOU with Northern California Elevator Industry Joint Apprenticeship and Training Committee for apprenticeship training for the 2018-2019 school year.



26316 Hesperian Blvd.

Hayward, CA 94545

P: (510) 293-2900 • F: (510) 293-8225 • [www.edenrop.org](http://www.edenrop.org)

Superintendent: Linda Granger

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## **MEMORANDUM OF UNDERSTANDING**

Eden Area Regional Occupational Program (Eden Area ROP) agrees to become the Local educational Agency (LEA) for the Northern California Elevator Industry Joint Apprenticeship and Training Committee, from July 1, 2018 to June 30, 2019. Both parties will agree to the following:

1. Eden Area ROP will reimburse Northern California Elevator Industry JATC for apprenticeship expenses according to the current annual apportionment when the 2018-2019 allocation is distributed.
2. The Apprenticeship Committee understands that of the hours allocated, zero hours belong to the Apprenticeship Committee and are transferable. The remaining 16,261 hours are loaned to the Apprenticeship Committee and belong to Eden Area ROP and will return to the ROP at the end of the agreement period.
3. Any reimbursement of unused money from the above allocation will be made effective within forty-five (45) days of the following schedule:  
Forty-five (45) days after documentation is submitted and approved.
4. The Apprenticeship Committee understands that all reimbursement expenses must be preapproved and documented in hard copy.
5. The Apprenticeship Committee understands that any reimbursement can only be used on apprenticeship-related expenses.
6. The Eden Area ROP will reimburse only in accordance with the amount of hours actually generated. Any hours not generated up to the 16,261 hours will not be reimbursed.
7. The Apprenticeship Committee is responsible for any expenses accrued over the actual amount of student hours generated or the allocation stated above. The Apprenticeship committee will be responsible to reimburse Eden Area ROP for the amount of the shortfall.
8. Expenses incurred for this Apprenticeship Committee by Eden Area ROP during a reimbursement period will be deducted from the total reimbursement amount. Expenses are defined as, but not limited to: salaries, administrative assistants, mandatory benefits, instructional materials and other related costs.

9. It is understood that Eden Area ROP will retain twenty (20) percent for administration costs.
10. This agreement is for the period mentioned above and is on a year to year basis and is automatically renewable as agreed upon by all parties. Should either party wish to rescind the agreement, it can do so by May 1 of the year noted above.
11. The Apprenticeship Committee is responsible for keeping attendance using Eden Area ROP forms and returning them to Eden Area ROP at pre-arranged times throughout the school year.
12. The Apprenticeship Committee understands that Eden Area ROP must be contacted concerning any changes in scheduling, instructors, etc. or any other change that would alter this agreement.
13. The Eden Area ROP will ensure that a representative will attend monthly Unilateral Apprenticeship Committee meetings (UAC) as well as California Apprenticeship Council) meetings at least once per year.
14. The Eden Area ROP will provide other educational support and training to program sponsors as requested such as curriculum review and teacher observations.
15. The Eden Area ROP will monitor RSI hours and complete mandated reports requested by California Community College Chancellors Office (CCCCO).
16. The Apprenticeship Committee operates student apprenticeship programs registered by the Division of Apprenticeship Standards under the supervision of the Eden Area ROP. In accordance with California Labor Code section 3368, the Eden Area ROP shall be considered the employer under Division 4 of the California Labor Code (commencing with Section 3200) of persons receiving this apprenticeship training, unless the persons during the training are being paid a cash wage or salary by a private employer. Further, an apprentice, while attending related and supplemental instruction classes, shall be considered to be in the employ of the apprentice's employer, unless the apprentice is unemployed. The parties acknowledge that the Apprentice Committee shall not be responsible for providing workers compensation coverage to its apprentices under any circumstances.

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Business Manager, IUEC Local 8

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Date

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Director of Adult Programs, Eden Area ROP

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Date

# Communications





# Alameda County Office of Education

L. Karen Monroe  
Superintendent

January 17, 2019

Peter Oshinski, President  
Governing Board  
Eden Area ROP  
26316 Hesperian Blvd.  
Hayward, CA 94545

RE: 2018-19 First Interim Report

Dear President Oshinski:

Eden Area ROP filed a POSITIVE certification of the district's First Interim Report for fiscal year 2018-19 with the Alameda County Office of Education (ACOE). In accordance with Education Code Section 42131, ACOE reviewed the First Interim Report, based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127.

Based on ACOE's review and analysis, the First Interim Report approved by Eden Area ROP'S Governing Board on December 6, 2018 accurately reflects the financial status of the district. ACOE therefore concurs with the district's POSITIVE certification with our comments outlined below.

## Deficit Spending

The ROP anticipates deficit spending in the General Fund of \$1,469,763 for 2018-19. In addition, the ROP includes expenditure reductions to salaries totaling \$345K in 2020-21 due to the elimination of specific grant programs. Although the ending fund balance can support this level of spending over the short term, we encourage the ROP to continue to monitor its programs and plan for expenditure reductions and/or revenue enhancements to be sustainable in the long term.

## Other Issues

The ROP is encouraged to work with the Member Districts so that the expected amounts of contributions from the Member Districts are being received.

## BOARD OF EDUCATION

Joaquin Rivera  
Trustee Area 1

Amber Childress  
Trustee Area 2

Ken Berrick  
Trustee Area 3

Aisha Knowles  
Trustee Area 4

Fred Sims  
Trustee Area 5

Eileen McDonald  
Trustee Area 6

Yvonne Cerrato  
Trustee Area 7

313 W. Winton Ave.  
Hayward, California  
94544-1136

(510) 887-0152

[www.acoe.org](http://www.acoe.org)

This is imperative because the ROP will have a significant decrease in projected state revenues in Fiscal years 2019-20 & 2020-21 due to end of specific grant programs. It is important that the ROP maintain strong communication with the member districts to assess any possible reduction in the ROP's revenue stream.

My office remains committed to working collaboratively with the district to ensure its long-term fiscal health. If you have any questions or concerns regarding our review process, please feel free to call me at (510) 670-4140.

Sincerely,



L. Karen Monroe  
Alameda County Superintendent of Schools

cc:     Governing Board, Eden Area ROP  
          Linda Granger, Superintendent, Eden Area ROP  
          Marites Fermin, Business Manager, Eden Area ROP  
          Gary Jones, Interim Associate Superintendent, ACOE  
          Teresa Santamaria, Executive Director, ACOE  
          Terah Studges-Owens, Director, ACOE