

## SCOTTS VALLEY UNIFIED SCHOOL DISTRICT

Board Meeting: September 18, 2012

IT IS RECOMMENDED THAT THE BOARD OF TRUSTEES APPROVE AN AGREEMENT WITH THE SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOL REGIONAL OCCUPATIONAL PROGRAM.

**BACKGROUND:** The Scotts Valley Unified School District has hosted Regional Occupational Program classes at Scotts Valley High School for many years. The Regional Occupational Program wishes to continue this arrangement and add an additional class, Music Production & Recording Arts.

**DESCRIPTION****DETAILS:**

This agreement benefits the students of Scotts Valley by allowing them access to classes that would not otherwise be available. There is no cost to the district other than providing rooms for the classes.

Proposed classes for 2012-2013:

Criminal Justice: Contemporary Perspectives  
 Bicycle Performance and Technology  
 Digital Photography  
 Music Production & Recording Arts  
 Sports Related Occupations  
 Video Productions

**FISCAL****IMPACT:**

No increase in costs for participating in the program. For 2012-13 the ROP program has agreed to reimburse the district for a proportional share of the health insurance benefits for a district employee.

**Prepared By:** Vickie Clark, Chief Business Official

**Item Proposed for:** Consent

AGREEMENT  
REGIONAL OCCUPATIONAL PROGRAM  
Superintendent of Schools

This agreement is entered into this first day of July 1, 2012, by and between the Santa Cruz County Superintendent of Schools, hereinafter called the "County Superintendent," and the Scotts Valley Unified School District, hereinafter called the "District," for a term from July 1, 2012 to June 30, 2013.

WITNESSETH:

WHEREAS, pursuant to Education Code Section 52300 et seq., the County Superintendent has established and is maintaining a Regional Occupational Program (ROP) within Santa Cruz County for high school students, out-of-school youth and adults; and, pursuant to Education Code Section 52321, the Superintendent is authorized to receive state apportionment revenue for ROP average daily attendance (ADA); and,

WHEREAS, the County Superintendent, pursuant to Education Code Section 52301, wishes to contract with the district for operation of certain ROP activities; and,

WHEREAS, because the District values the participation of students in the Regional Occupational Program and sees it as a valuable part of the total instructional program, the district wishes to participate and cooperate with the County Superintendent in establishing and maintaining Regional Occupational Program activities;

NOW, THEREFORE the District and the County Superintendent agree as follows:

The District shall:

1. Jointly with the ROP, administer, supervise and conduct the courses and/or services described in this agreement.
2. Twice a year, the ROP administration and site administration will review each course taught on that school site, including teacher performance and student performance. Site administrators will base this review on at least two drop-in classroom visitations each year.
3. Allow residents of Santa Cruz County who are eligible to attend a high school or adult school to apply for admission to any ROP course. (EC 52314) First priority is provided for high school students or youth who are completing their compulsory high school education requirements.
4. Jointly with ROP, be responsible to recruit and enroll students as well as maintain and monitor student class size and attendance as specified for each class section in this agreement.
5. Provide instruction to every student as per ROP course of study approved by the County Board of Education and the State Department of Education in courses with a district instructor.
6. Certify that current employees are properly credentialed and qualified with payment for services to be based on its established salary and benefit plans.

7. Provide the necessary facilities, including furniture, classroom infrastructure, utilities, custodial and maintenance for each course and/or services at no cost to the County Superintendent.
8. Provide classroom supplies, duplicating services and equipment for each course or service conducted on a school site.
9. Provide curricular planning, course sequencing, and development for career pathways including base (foundation) program classes which articulate with ROP capstone (culminating or transitional) classes.
10. Certify through the execution of this agreement that the activities included within this agreement will not supplant any existing program of vocational education within the District.
11. Submit reports and information as requested by the County Superintendent and State Department of Education, including but not limited to:
  - a) Attendance and ADA reports
  - b) Student progress reports and evaluation data
  - c) Statements of costs for budget planning purposes
  - d) Inventory of equipment
12. Reimburse the County Superintendent for personnel costs incurred by the Superintendent in providing the services set forth in Exhibit C. Such payment to the Superintendent shall be made within a reasonable time following receipt of the invoice which may be submitted on a bi-annual or annual basis.
13. Designate appropriately credentialed personnel to carry out the guidance activities listed in this agreement.
14. Confer with ROP and Special Education administration twice a year to review appropriate district support services required for special needs students, including special education students, to provide for student success.
15. Certify that 15 year old students enrolled in an ROP class from the site/district are underage defined as less than 16 years of age at the time of their entry into the ROP class. (EC 52314) The site principal will provide a sequence of courses as a four year plan as justification for the request of the underage admission prior to enrollment, per AB2448. (See attached plan).
16. Arrange for annual review by the district's Board of Education of district students' participation in ROP classes during a public hearing. (EC 52304.1)
17. Comply with Section 504 of the Rehabilitation Act of 1973 which provides that no otherwise qualified handicapped individual in the United States shall, solely by reason of the handicap, be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity herein. Provide assurance that facilities provided herein are accessible by handicapped persons.
18. Comply with Title VI, VII, and IX of the Civil Rights Act of 1964 which provides that no person in the United States shall, on the grounds of race, creed, color, age, gender or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity herein. Shall also operate in a nondiscriminatory manner in regards to sexual orientation, veteran status, marital status, medical condition or disability.

19. Comply with all applicable local, state, and federal health and safety laws and with all applicable local, state, and federal nondiscrimination laws, regulations and ordinance.

The County Superintendent shall:

1. Provide for the overall administration and operation of the ROP.
2. Reimburse the District for personnel costs incurred by the District in providing the services set forth in Exhibit B. Such payment to the District shall be made within a reasonable time following the receipt of an invoice which may be submitted on a bi-annual or annual basis.
3. Provide instruction in job-seeking and job-keeping skills to every ROP student.
4. Provide instruction to every ROP student as per ROP course of study approved by the County Board of Education and the California Department of Education in courses with a COE instructor.
5. Provide proposed ROP course schedule to ROP Advisory Committee for annual review.
6. Provide full payment, not to exceed the amount specified in Exhibit B, provided generated ADA is not less than 90% of the estimated ADA as indicated in Exhibit A. Should the course generate less ADA than specified, reimbursement by the County Superintendent may be adjusted accordingly.
7. Provide necessary properly credentialed and qualified employees for all ROP courses. As per the agreement of the ROP Advisory Committee in 1990-91, as vacancies occur, COE employees will fill openings.
8. Provide a waiver process for high school students who are financially unable to make student contributions for designated ROP classes.
9. Provide bus passes for high school students who are without any other transportation to off-campus ROP classes excluding worksites.
10. Provide an ROP employee for guidance and recruitment services for ROP classes at Scotts Valley High School.

#### GENERAL PROVISIONS

1. Exhibits A, B, and C are attached as a part of this agreement.
2. Changes within Exhibit B may be authorized by mutual consent of the County Superintendent and the District. Requests for changes in reimbursement schedule must be submitted to the County Superintendent for approval.
3. Changes with Exhibit C may be authorized by mutual consent of the District and the County Superintendent. Requests for changes in reimbursement schedule must be submitted to the District for approval.

4. In accordance with Education Code Section 1605, title to all property acquired with ROP funds included in this agreement is with the County Superintendent who has responsibility for approval of location and utilization thereof.
5. Use of equipment and/or facilities acquired with ROP funds included in this agreement is limited to ROP activities unless used for other purposes with specific conditions as authorized in writing by the County Superintendent.
6. Use of district equipment and/or facilities is limited to district activities unless used for other purposes with specific conditions as authorized in writing by the district.
7. If a clear responsibility for damage or theft is identified during one agency's use of equipment or facilities, it will be that agency's sole responsibility to promptly repair or replace the affected equipment or facility, reasonable wear and tear excepted.
8. The County Superintendent and Districts will develop supplemental MOU's to describe purchase, maintenance and shared usage of jointly purchased equipment and materials.
9. Any of the courses or activities specified in Exhibit A may be terminated at any time upon mutual consent and shall be terminated by the County Superintendent, if, within three weeks following the opening session of the course or activities, enrollment is below that necessary to provide at least 90% of the estimated ADA as specified in Exhibit A, unless continuation is agreed upon by mutual consent. The District shall be reimbursed for actual cost of services rendered to date of termination.
10. Request for new courses must be developed according to ROP guidelines as contained in the ROP handbook.
11. All funds derived from the sale of goods or services from an ROP course or service shall be credited to the ROP course or service.
12. Any agreement between the District and other agencies or forms entered into for the purpose of conducting any course or service included in Exhibit A for which payments will be made from funds authorized in Exhibit B must be approved in advance by the County Superintendent.
13. Every ROP student, including adults, is responsible to adhere to all district policies, ROP policies and Education Code provisions.
14. The published class schedule as approved by the ROP Advisory Committee is considered part of this agreement.
15. Attendance goals: The ROP Advisory Committee has established a standard of 7.5 units of ADA for each one-hour ROP class for one year.  
1 ADA = 525 positive hours of student attendance.

60 min. class: 180 hr. x 22 students generates 7.54 units of ADA  
55 min. class: 165 hr. x 24 students generates 7.54 units of ADA  
50 min. class: 150 hr. x 26.5 students generates 7.57 units of ADA

Multiple hour classes are anticipated to generate proportional units of ADA.  
A full internship section is expected to generate 15 units of ADA per year.

16. The attendance goals noted above may be adjusted because of special consideration as follows:

Development of a new class/program  
Restructuring of a class/program  
Safety consideration  
Equipment limitations; e.g., one computer per student  
Legal limits; e.g., Registered Dental Assistant

17. Each ROP class will receive classroom supply money at the rate of \$200.

18. Guidance contracts are executed annually with Districts to provide counseling, guidance, and/or career center services which directly support and contribute to the ROP instructional program pursuant to Article 1, Chapter 9, Part 28, Division 4, Title 2 of the Education Code and Division 1, Chapter 11, Subchapter 7, Section 11505, of the California Administration Code, Title 5. Important items covered in the contract include:

- i. Maintenance of a current log of career center activities in providing guidance services to ROP students.

- ii. Specific services to be provided to ROP students/classes:

- Provide information to all students by grade level regarding ROP class offerings, either in large or small groups
- Register students for ROP classes
- Provide special recruitment efforts for under-enrolled classes
- Attend a monthly meeting of ROP site contacts
- Maintain bulletin board and/or bulletin board information and school daily bulletin announcements
- Provide flyers/course outlines to potential students
- Track bus passes for students in off-campus classes
- Track attendance/grades from off-campus classes
- Serve as liaison between ROP office and on-site administration, teachers and students
- Serve as contact person for off-campus ROP students
- Provide work permits and job information for ROP internship classes
- Provide for recording grades on student transcripts
- Provide advisement/counseling in career pathways for students in career planning.

- iii. Specific services to be provided to school site/district planning

- Provide information about ROP in staff meetings
- Serve as liaison between ROP office and on-site administration, teachers and students
- Advocate for ROP during site-level program planning
- Coordinate career pathway planning including connecting and work-based learning activities



## Exhibit A: Proposed ROP Class Schedule

### **SCOTTS VALLEY HIGH SCHOOL**

<b>Course Title</b>	<b>Section</b>	<b>Period &amp; Days</b>	<b>Times</b>	<b>Teacher</b>	<b>Room</b>
Criminal Justice: Contemporary Perspectives *Approved for UC/CSU "G" Credit	600870	1 M-F	M-F 7:40-8:30	Hohmann	M-9
Bicycle Performance and Technology	405870	7 T/F	T/F 1:11-2:59 W 12:25-1:03	Richardson	M-7
Digital Photography	205870	7 T/F	T/F 1:11-2:59 W 12:25-1:03	Knipe	E-103
Music Production & Recording Arts	202070	6 M/Th	M/Th-1:11-2:59 W 11:42-12:20	Hollenbeck	E-103
Sports Related Occupations	505370	2 M/W/Th	M/Th -8:35-10:23 W-8:35-9:13	Walters	M-9
Video Productions *Approved UC/CSU "F" Credit	201470	5 T/F	T/F 10:43-12:31 W-10:59-11:37	Knipe	E-103

Exhibit B: The County Superintendent will reimburse the district for the following services;

Beth Hollenbeck: Music Production and Recording Arts at SVHS for 0.2 of Health and Welfare Benefits

Exhibit C: The district will reimburse the County Superintendent for the following services:

None applicable

Exhibit D: ROP Facilities and Equipment (not a complete list of ROP equipment)

1 Computer Lab  
 Assorted Bike Repair Tools  
 Assorted Digital Photo Equipment  
 1 Video Lab  
 Assorted Video Productions Equipment

Revised: August 31, 2012