



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • www.edenrop.org

Thursday, May 6, 2021
5:45 pm

GOVERNING BOARD MEMBERS

Juan Campos, President	San Lorenzo Unified School District
Dot Theodore, Vice-President	Castro Valley Unified School District
Dr. April Oquenda, Member	Hayward Unified School District
James Aguilar, Member	San Leandro 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
Date: Thursday, May 6, 2021
Time: 5:45 p.m.

NOTICE - COVID-19 PUBLIC HEALTH EMERGENCY BOARD MEMBERS TO ATTEND VIRTUALLY

In compliance with the Governor of California's "Safer-at-Home Order" due to COVID-19, the Eden Area ROP Governing Board will be conducting meetings virtually until further notice. This means there will be no specific physical meeting place; the meeting will be held remotely. However, public participation continues to be welcomed and encouraged.

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://us02web.zoom.us/j/82799642865?pwd=cEpxZHpoY2RzM0Z2ZjVTcjZpZlGZz09> to at the noticed meeting time.
Meeting ID: **827 9964 2865**
Passcode: **BdMtg50**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193> -Joining-a-Meeting.

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **827 9964 2865**, then press "#". Passcode: **0443605**

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

Public Comment Instructions:

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

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.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President 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 "Public Comment" 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. Public Comment for Agenda items and matters that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted and allowed to make public comments.
- Speakers should rename their Zoom profile names to their real names to expedite this process.
- After the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

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.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of February 4, 2021 (pages 5-9)
- B. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of March 4, 2021 (pages 10-14)
- C. Request the Governing Board to approve the Bill Warrants (pages 15-20)
- D. Request the Governing Board to approve the Personnel Action Items (pages 21-22)
- E. Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions (pages 23-24)
- F. Request the Governing Board to approve the Disposal of Obsolete or Surplus Items (pages 25-26)
- G. Request the Governing Board to approve the Eden Area ROP Joint Powers Authority (JPA) Agreement 2022-2028 (pages 27-40)
- H. Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2021-2022 School Year (pages 41-47)

- I. Request the Governing Board to approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2021-2022 School Year (pages 48-54)
- J. Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2021-2022 School Year (pages 55-61)
- K. Request the Governing Board to approve the Agreement with the East Bay Municipal Utility District (EBMUD) for Virtual Work-Based Learning Services for the 2021 Summer (pages 62-70)
- L. Request the Governing Board to approve the Agreements with Cabrillo Community College for the Strong Workforce Program from January 2021 through June 2023 (pages 71-101)

VIII. Action Items

Open Public Hearing for the Adoption of the Recommended Textbook for the 2021-2022 School Year

Close Public Hearing

- A. Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2021-2022 School Year (page 102)
- B. Request the Governing Board to approve the Adoption of Resolution 8-20/21: Day of the Teacher (pages 103-104)
- C. Request the Governing Board to approve the Adoption of Resolution 9-20/21: Classified Employees' Week (pages 105-106)
- D. Request the Governing Board to approve the Adoption of Resolution 10-20/21: Temporary Borrowing Between Funds (pages 107-108)
- E. Request the Governing Board to approve the Adoption of Resolution 11-20/21: Year End Budget Transfers of Funds (pages 109-110)
- F. Request the Governing Board to approve the Adoption of Resolution 12-20/21: Authority to Sign Contracts for the 2021-2022 Fiscal Year (pages 111-112)
- G. Request the Governing Board to approve the Adoption of Resolution 13-20/21: Delegation of Powers to Agents for the 2021-2022 Fiscal Year (pages 113-114)
- H. Request the Governing Board to approve the Adoption of Resolution 14-20/21: Condemning the Recent Surge in Hate Crimes Targeting Asians and Pacific Islanders (pages 115-117)
- I. Request the Governing Board to approve the Agreement with ALC Schools, LLC for Student Transportation Services for the 2020-2021 and 2021-2022 School Years (pages 118-135)

IX. Superintendent's Report

X. Communications

- A. Letter from the Alameda County Office of Education regarding the Second Interim (pages 136-137)

XI. Governing Board Reports

XII. Recess to Closed Session

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

XIII. Reconvene to Open Session and Report Action Taken in Closed Session

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

XIV. Adjournment

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board February 4, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:45 p.m. on Thursday, February 4, 2021. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Present:

Juan Campos, President	San Lorenzo USD	
Dot Theodore, Vice-President	Castro Valley USD	
Dr. April Oquenda, Member	Hayward USD	departed at 6:43 pm
James Aguilar, Member	San Leandro USD	

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Bernie Phelan	Director of Educational Services
Elaine Alvite	Assistant Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Lauren Kelly	Pathway Coordinator
Anthony Oum	Fiscal Services Administrator

ROP Staff in Attendance:

Mikel Jackson	Sports Medicine Program Instructor
Gabriela Juarez	Executive Assistant
Alysa Machado	Medical Careers Program Instructor
Kathy O'Brien	Dental Assisting Program Instructor
Angelica Peters	Medical Careers Program Instructor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Araylah Booth led the Pledge of Allegiance.

IV. Mission Statement

Arielle Norton read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Dot Theodore moved to approve the agenda. Trustee James Aguilar seconded the motion. By the following vote, the agenda was approved.

AYES:	4 (Aguilar, Campos, Oquenda, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

VI. Public Comment for Items Not on the Agenda that are Related to the Eden Area ROP

None

VII. 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 February 2021:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Arrielle Norton	Hayward High School	Medical Careers I P	Angelica Peters
Arayah Boothe	San Leandro High School	Medical Careers I P	Alysa Machado
Alejandro Villanueva	Mt. Eden High School	Sports Medicine I P	Mikel Jackson
Kevin Gutierrez	Arroyo High School	Dental Assisting I P	Kathy O'Brien

Sukhi Sidhu, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was mailed to each student. Each student was given an opportunity to introduce their family and say a few words.

VIII. Consent Calendar

Trustee James Aguilar moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of January 14, 2021
- B. Bill Warrants
- C. Statement of Facts Registry of Public Agencies Filing
- D. Budget Development Calendar for the 2021-2022 School Year
- E. Rebate from the California Association of Regional Occupational Centers and Programs (CAROCP) for the 2019-2020 School Year
- F. Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2021 Calendar Year
- G. Agreement with Kaizon Solutions for Additional Daily Disinfection and Cleaning Services for the 2020-2021 School Year
- H. MOU with the Jewish Vocational and Career Counseling Service (JVS) to Provide a Dental Assistant Regional Hybrid Program for the 2021 Calendar Year

Trustee April Oquenda seconded the motion.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Information Items

A. Midyear Review of the Superintendent's Goals

Linda Granger, Superintendent, updated the Board on the progress of her goals. She had several overarching goals and several items within each of those goals to help accomplish them. She noted that every month under the Superintendent's report she highlights what she has been doing towards those goals.

Goal one is to ensure curriculum and instruction is responsive to current academic and industry needs.

Goal two is to develop new and strengthen existing partnerships.

Goal three is to implement systems that support the effective use of technology.

Goal four is to monitor current funding and identify opportunities to increase and diversify funding streams.

X. Action Items

A. Request the Governing Board to approve the adoption of Resolution 6-20/21: Career Technical Education Month (February)

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar the Governing Board approved the adoption of Resolution 6-20/21: Career Technical Education Month (February).

AYES: 3 (Aguilar, Campos, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Oquenda)

B. Request the Governing Board to approve the adoption of Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore, the Governing Board approved the adoption of Resolution 7-20/21: Mid-Year Additions/Changes-Revised Signature Card.

AYES: 3 (Aguilar, Campos, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Oquenda)

C. Request the Governing Board to approve the Agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB Full Report Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar, the Governing Board approved the agreement with the California School Boards Association District Services Corporation (CSBADSC) for GASB full report services for the 2020-2021 school year.

AYES: 3 (Aguilar, Campos, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Oquenda)

D. Request the Governing Board to approve the Agreement with Six Dot Eight Media, DBA Screener19 for COVID-19 School Check-In and Reporting Services for the 2020-2021 School Year

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore, the Governing Board approved the agreement with Six Dot Eight Media, DBA Screener19 for COVID-19 school check-in and reporting services for the 2020-2021 school year.

AYES: 3 (Aguilar, Campos, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Oquenda)

E. Request the Governing Board to approve the Contract with Race-Work, LLC for Racial Equity Work Services for the 2020-2021 School Year

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar, the Governing Board approved the contract with Race-Work, LLC for racial equity work services for the 2020-2021 school year.

AYES: 3 (Aguilar, Campos, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Oquenda)

XI. Communications

A. Letter from the Alameda County Office of Education regarding the First Interim

A letter from ACOE was received acknowledging the positive certification of the first interim.

XII. Superintendent's Report

Superintendent Granger that students from San Leandro and Hayward have qualified as finalist for NFTE's World Series of Innovation competition. She also reported that students from Castro Valley and San Lorenzo have participated in the first DECA competition of the year.

Superintendent Granger concluded her report by sharing that by next week the Alameda County Health Department would be moving into phase 1b on the vaccination schedule, where educators are prioritized within that group.

XIII. Recess to Closed Session

The meeting was called into closed session at 6:48 pm

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

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

The meeting resumed to open session at 7:14 p.m.

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

No action was taken in closed session.

XV. Governing Board Reports

Trustee Dot Theodore, Castro Valley USD representative, shared that she was excited about the vaccine rollout that now will include educators.

Trustee James Aguilar, San Leandro USD representative, also shared he's excited for the vaccine rollout.

Trustee Juan Campos, San Lorenzo USD representative, shared that the district is working on a plan to reopen.

XVI. Adjournment

The Governing Board meeting was adjourned in memory of Ana Rosa Mora Ulloa, aunt of Annette Senter our Registrar.

The meeting was adjourned at 7:16 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



Minutes of the Regular Meeting of the ROP Governing Board March 4, 2021

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:47 p.m. on Thursday, March 4, 2021. Due to COVID-19 all members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Present:

Juan Campos, President	San Lorenzo USD
Dot Theodore, Vice-President	Castro Valley USD
Dr. April Oquenda, Member	Hayward USD
James Aguilar, Member	San Leandro USD

Superintendent: Linda Granger, present

ROP Administrators in Attendance:

Craig Lang	Director of Adult Programs
Bernie Phelan	Director of Educational Services
Elaine Alvite	Assistant Director of Educational Services
Mercedes Henderson	Human Resources Administrator
Anthony Oum	Fiscal Services Administrator

ROP Staff in Attendance:

Christina Charlton	Marketing Program Instructor
Laura Jagroop	Entrepreneurship Program Instructor
Gabriela Juarez	Executive Assistant
Vanita Lee-Tatum	Entrepreneurship Program Instructor
Deborah Maynard	Teacher on Special Assignment (TOSA)
Terri Penn	Culinary Science Program Instructor
Sukhi Sidhu	Career Counselor

Others Present:

Students of the Month and their families

III. Pledge of Allegiance

Jimena Guzman led the Pledge of Allegiance.

IV. Mission Statement

Alexia Carranza read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee James Aguilar moved to approve the agenda. Trustee Dot Theodore seconded the motion. By the following vote, the agenda was approved.

AYES:	4 (Aguilar, Campos, Oquenda, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

VI. Public Comment for Items Not on the Agenda that are Related to the Eden Area ROP

None

VII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for March 2021:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Ruchita Verma	Mt. Eden High School	Entrepreneurship	Vanita Lee-Tatum
Alexia Carranza	San Leandro High School	Entrepreneurship	Laura Jagroop
Jimena Guzman	Arroyo High School	Marketing Economics	Christina Charlton
Ali Torres	San Leandro High School	Culinary Science IP	Terri Penn

Sukhi Sidhu, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was mailed to each student. Each student was given an opportunity to introduce their family and say a few words.

VIII. Consent Calendar

Trustee Dot Theodore moved to approve the consent calendar items as follows:

- A. Bill Warrants
- B. Receipt of the Workability I Program Funds

Trustee April Oquenda seconded the motion.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Information Items

A. ROP Pathway Review: Food Service and Hospitality

Bernie Phelan, Director of Educational Services, introduced the pathway review. There are three pathways under the Hospitality, Tourism and Recreation sector. Of the three pathways, the Eden Area ROP offers the Food Service and Hospitality pathway. Last year, this pathway served 148 students at the Eden Area ROP Center and Castro Valley High School. Culinary Science is a-g approved and has an articulation with community colleges. He introduced instructor Terri Penn, to review information about the program she offers in this pathway.

Ms. Penn reported that her program is a two year-long course that is designed to inspire students to explore the exciting world of culinary arts including but not limited to restaurants, hotels, cruise ships and airlines. Students learn about career opportunities and the fundamentals of food preparation and presentation. Students also learn kitchen safety and sanitation and are Serv Safe certified. They are taught nutrition, menu development, event planning, customer service and entrepreneurship. There are other opportunities to continue to build leadership skills through participation in Career and Technical Student Organizations (CTSOs) such as the Pro Start competition. Ms. Penn promotes an understanding of the global impact of food production, distribution

and consumption and the students' role as consumers. Students have access to an onsite organic garden where they get to assist in growing, harvesting, cleaning, storing and composting. Ms. Penn includes students in the health inspection of the culinary kitchen so they can experience first-hand the importance of safety and sanitation.

Looking to the future, Ms. Penn would like to work with local businesses to secure paid internships for her students.

B. Adult Programs Update

Craig Lang, Director of Adult Programs, gave an update on Adult Programs. He began by sharing the courses we are currently offering which are Accelerated Electrical, Clinical Medical Assisting, Dental Assisting, Didactic Dental Assisting, Direct Support Provider (DSP), Electrical (continuing education courses), Foundations in Dental Assisting (JVS), Infection Control, CPR, Registered Dental Assistant and Welding (MIG and TIG).

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

Mr. Lang also stated that although the Eden Area ROP does not offer financial aid to adult students, there are some opportunities for students to earn scholarships or financial support via Koshland Fellows Scholarship, HPN Scholarship, Department of Rehabilitation or EDD/Unemployment. He reported that earlier this year the adult education programs were added to the California's Eligible Training Provider List (ETPL) which opened the door to a list of private and publicly funded programs such as International Rescue Committee IRC (refugee services), Workers' Compensation, Patricia Salazar Vocational Consulting, Ortega Counseling Center, Patricia Posada Vocational Services Inc., Rubicon and Live in Peace.

For apprenticeship programs to be eligible to receive funding from the state for Related Supplemental Instruction (RSI) hours, they have to partner with a Local Education Agency (LEA). As an LEA, the ROP provides educational support and training for teachers, reviews curriculum, observes teachers, attends apprenticeship meetings, and monitors Related Supplemental Instruction (RSI) hours. The ROP has a longstanding partnership with the Associated Builders and Contractors, Northern California Chapter (ABC) for 50,000 RSI hours and with Northern California Elevator Industry Joint Apprenticeship and Training Committee for 13,261 RSI hours.

Mr. Lang also reviewed programs he is looking to offer in the fall which include radiography, coronal polishing, fit & fissure sealants, foundations in dental assisting and medical assisting externships.

Looking to the future, the adult programs is continuing to update the new student information system (Orbund) and school webmaster website to allow program enrollment, instructor and student communication, grading, and billing. In addition, as a partner, attending HPN (Hayward Promise Neighborhood) and C2CERN (Cradle to Career Education Reform Network) meetings and events to promote adult and high school programs. He would like to schedule more CPR training for promotoras and 4C's participants.

X. Action Items

A. Request the Governing Board to approve the 2020-2021 Second Interim Report

Upon review of and a motion by Trustee James Aguilar and a second by Trustee April Oquenda the Governing Board approved the 2020-2021 Second Interim Report.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the Information Technology Specialist Position and Job Description

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee James Aguilar, the Governing Board approved the Information Technology Specialist position and job description.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Revised Pathway Coordinator Job Description

Upon review of and a motion by Trustee April Oquenda and a second by Trustee Dot Theodore, the Governing Board approved the revised Pathway Coordinator job description.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

D. Request the Governing Board to approve the Principal Position and Job Description

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee April Oquenda, the Governing Board approved the Principal position and job description.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

E. Request the Governing Board to approve the Revised Salary Schedule

Upon review of and a motion by Trustee James Aguilar and a second by Trustee Dot Theodore, the Governing Board approved the revised salary schedule.

AYES: 4 (Aguilar, Campos, Oquenda, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

XI. Superintendent's Report

Superintendent Granger highlighted that the Eden Area ROP surpassed 1,500 students who are earning college credit for their high school courses.

She concluded by sharing that staff is continuing to work on a plan to create small cohort classes for students who want to return to campus. The goal date of offering the small cohorts is after spring break.

XII. Governing Board Reports

Trustee Dot Theodore, Castro Valley USD representative, shared that she was excited that Castro Valley schools will be bringing students back on campus on March 17th.

Trustee James Aguilar, San Leandro USD representative, also shared that San Leandro will also be bringing small cohorts back to campus.

Trustee April Oquenda, Hayward USD representative, shared that the district had plans to remain in distance learning for the remainder of the school year. However, after holding its most recent district advisory committee meeting they are going to explore the possibility of also offering small cohorts classes back on campuses.

Trustee Juan Campos, San Lorenzo USD representative, shared that the district has submitted their reopening plan to the county. The district will also open up one campus to offer small cohorts as well.

XIII. Adjournment

The meeting was adjourned at 7:29 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: May 6, 2021
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 March 5, 2021 through April 9, 2021 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
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: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Quarterly Report on Williams Act Complaints and Resolutions

BACKGROUND

Education Code 35186 (d) requires the following:

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

CURRENT SITUATION

Attached is a report for the complaints and resolutions through April 1, 2021 as specified by Education Code 35186 (d).

CONSENT CALENDAR



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QUARTERLY REPORT ON WILLIAMS ACT COMPLAINTS

[Education Code 35186 (d)]

Report through: April 1, 2021

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

Quarterly Report Submission (check one) →
Date: April 1, 2021

- ☐ January
☒ April
☐ July
☐ October

Date for information to be reported publicly at the Governing Board meeting: May 6, 2021

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: May 6, 2021

Linda Granger, Superintendent



DATE: May 6, 2020
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Disposal of Obsolete or Surplus Items

BACKGROUND

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

CURRENT SITUATION

The attached list summarizes items that:

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

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

CONSENT CALENDAR



Disposal of Obsolete or Surplus Items 2020-2021

Reasons for Disposal:

1. Obsolete or no longer suitable for school use
2. Disposed of for the purpose of replacement
3. Non-functional and are no longer need for school purposes

DESCRIPTION	MFGR	MODEL	LOCATION	SERIAL #	PO#/TAG #	DATE REC.	REASON FOR DISPOSAL
olive colored tall classroom cabinet	n\	n\	Welding Classroom	n/a	n/a	unknown	1
red rolling tool cabinet	n\	donated scrap	Welding Classroom	n/a	n/a	unknown	1
wood tall classroom cabinets	n\	n\	Welding classroom	n/a	n/a	unknown	1
outdoor metal cages	n\	donated scrap	Welding outdoor shop	n/a	n/a	unknown	1
metal water tank	n\	donated scrap	Welding outdoor shop	n/a	n/a	unknown	3
student made metal chair	n\	made	Welding Classroom	n/a	n/a	unknown	1
grey rolling tool cabinet	n\	donated	Welding Classroom	n/a	n/a	unknown	1
metal engine holder	n\	made scrap	Welding outdoor shop	n/a	n/a	unknown	1
hose reel and hose	n\	donated	Welding Shop	n/a	n/a	unknown	1
3 metal stands	n\	made scrap	Welding Shop	n/a	n/a	unknown	3



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Eden Area ROP Joint Powers Authority (JPA) Agreement 2022-2028

BACKGROUND

For 50 years, the Eden Area ROP has been providing Career Technical Education Programs via a Joint Powers Authority (JPA) Agreement. During the 2015-2016 school year, all member districts agreed to continue the JPA Agreement through the 2021-2022 school year.

CURRENT SITUATION

The five superintendents from the member districts met and reviewed the current agreement. The result of that discussion was to extend the current JPA agreement for another six years.

RECOMMENDATION

It is recommended that the Governing Board approve approve the Eden Area ROP Joint Powers Authority (JPA) Agreement 2022-2028.



JOINT EXERCISE OF POWERS AGREEMENT FOR A REGIONAL OCCUPATIONAL PROGRAM

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2900 • www.edenrop.org
Superintendent: Linda Granger

PARTIES

This Agreement is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1, (Section 6500, et seq.) of the California Government Code, relating to the joint exercise of powers and Section 52300 et seq. of the Education Code relating to Regional Occupational Center/Programs among the following parties referred to collectively herein as "member districts" or parties."

**THE CASTRO VALLEY UNIFIED SCHOOL DISTRICT
THE HAYWARD UNIFIED SCHOOL DISTRICT
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT
THE SAN LORENZO UNIFIED SCHOOL DISTRICT**

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish a Joint Exercise of Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, it is to the parties hereto entered into a Joint Exercise of Powers Agreement for a Regional Occupational Program on January 1, 1991, and the parties hereto desire by this Agreement to rescind said Joint Exercise of Powers Agreement, and

WHEREAS, the parties hereto intend to create and establish a public entity separate from the parties to this Agreement to be known as the "Eden Area Regional Occupational Program." (Hereafter "Agency," "ROP Joint Powers Agency," or "Joint Powers Agency").

WHEREAS, it is not the purpose of the Regional Occupational Program to provide a separate school of any kind, and in accordance with that policy, the parties intend that the Regional Occupational Program shall not issue diplomas of any kind, but shall provide occupational training in support and augmentation of programs offered by high schools, adult schools, and community colleges that serve the member districts; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

ESTABLISHMENT OF JOINT POWERS ENTITY

1. Purpose of the Program:

The sole purpose of the Regional Occupational Program and the ROP Joint Powers Agency is to serve the four member districts in the delivery of career and technical training programs.

Although the ROP Joint Powers Agency is a separate legal entity, it is created by the four member districts for the purpose of providing a regional occupational program which extends, supports, and enhances the four districts' current career and technical training programs. Although legally autonomous, the ROP Joint Powers Agency is not coequal to the four member districts.

2. Terms of Agreement:

This Agreement shall become effective as of its date of execution by all parties or on July 1, 1997, and shall continue in full force and effect to June 30, 1999, and thereafter, until rescinded or terminated. By June 30, 1999, and at least every two years thereafter, this Agreement shall be reviewed by members of the Coordinating Council. If the Coordinating Council deems it necessary to make changes to this document, the changes will be presented to the respective district boards for approval.

The ROP Superintendent shall notify each district superintendent of this duty by January 30 of the year in which the review shall be accomplished.

This Joint Powers agreement has been reviewed by all member districts. It is agreed that the JPA remain in force and continue for a term ending June 30, 2028.

3. ROP Governing Board

A. Members of the ROP-Governing Board

The ROP Joint Powers Agency shall be governed by an ROP-Governing Board which shall be comprised of one member from the Governing Boards of each of the four school districts. The Governing Board of each member district shall elect one member of its Board to serve on the ROP Governing Board and to represent that Governing Board on matters brought before the ROP Governing Board. The elected Board member shall serve at the pleasure of the member district Board electing the member. The Governing Board of each member school district shall elect also another member of its Board as an alternate with full voting rights on the ROP Governing Board whenever serving during the absence of the regular elected member to the

ROP-Governing Board. Each member of the ROP Governing Board shall be responsible to that member's district Board of Education.

B. Term of Office:

The term of each member from the governing boards of the member districts shall either be for two years or at the pleasure of the Governing Board of the district, which elected that member. The term of office shall commence January 1st for all member districts. A district Governing Board may re-elect the same representative for an unlimited number of terms. The trustees from San Leandro and Castro Valley shall be elected in even-numbered years. The trustees from Hayward and San Lorenzo shall be elected in odd-numbered years (see Appendix A).

C. ROP Governing Board Officers:

The ROP Governing Board shall elect a chairperson and a vice-chair in January of each year during the term of this Agreement. The Treasurer for the ROP Agency and Auditor-Controller of the ROP Governing Board shall be the Treasurer and Auditor-Controller, respectively, of the County of Alameda. An executed copy of this Agreement shall be furnished to said officials. They shall perform the duties specified in Government Code Sections 6505 and 6505.5 and all other duties required by law and this Agreement.

The ROP Governing Board may elect other officers, as it may deem necessary or appropriate.

D. Duties and Powers:

The duties and powers of the ROP Governing Board shall only be those specified in this Joint Powers Agreement and may be exercised only in the manner and methods provided in this Agreement.

The ROP Governing Board shall have the power and authority:

1. To adopt annually a budget in accordance with Education Code requirements. In the course of the budget development and prior to adoption, the ROP Governing Board shall provide an opportunity for the Coordinating Council (see Section 4, Coordinating Council, on page 8) to make recommendations directly to the ROP Governing Board. Copies of proposed budgets shall be given to each member district prior to adoption. Copies of final budgets shall be given to each member district when adopted.
2. To receive, accept, expend, or disburse funds by contract or otherwise for purposes consistent with the provisions of this Agreement and shall

maintain at all times a complete and accurate system of accounting for said funds.

3. To purchase, subject to the prior approval of all member districts Boards of Education, any real property and to construct, purchase, or lease buildings.
4. To purchase or lease furniture, equipment, fixtures, and other property.
5. To contract with any member district or Alameda County Superintendent of Schools for fiscal accounting services, payroll, credentials, reports, records, program evaluation, and other functions.
6. To contract for specialized services of fiscal, legal, engineering, economic, administrative, and other services.
7. To appoint and employ both classified and certificated employees; to determine the number of positions; to fix and pay the compensation of these employees; to establish personnel policies, procedures, salary schedules, benefits, and other matters related to the ROP Agency's employees.
8. To establish all other related policies to assure the ROP can function in matters of educational and business necessity.
9. To provide transportation to pupils attending ROP programs.
10. To initiate or defend legal actions on behalf of the Agency.
11. To accept and expend grants from the Federal Government, State of California, or other public or private sources for the purposes of this Agreement.

E. Power and Authority Limitations:

The ROP Governing Board has no power or authority to amend, modify, add to, or delete from this J.P.A. Agreement or to engage in any action regarding a suggested or proposed amendment, modification, addition, or deletion to this Agreement. Any question or disagreement regarding the interpretation of the J.P.A. Agreement shall be referred to the member districts' Boards of Education for resolution. The title of the Chief Administrator shall hereafter be referred to as "Superintendent".

F. Meetings:

The ROP Governing Board shall meet regularly, but not fewer than four (4) times a year, to conduct the ROP Agency's business. Any additional meeting of the ROP Governing Board may be called by the chairperson of

the Governing Board or three of the four members of the ROP Governing Board. The date, time, and place for each of the regular meetings shall be fixed annually by the ROP Governing Board. The posting of meetings will comply with applicable laws governing public meetings.

The ROP Governing Board shall keep the minutes of its meetings and shall promptly transmit to the Governing Board of each member district copies of the minutes when formally adopted by the ROP Governing Board at a subsequent meeting. Unadopted, unofficial minutes will be forwarded to the Governing Board of each member district within two weeks of an ROP Governing Board meeting.

G. Voting:

Each ROP Governing Board member shall have one vote. If a member is absent, the alternate shall have the vote. All meetings of the ROP Governing Board are required to have a quorum to conduct business; and a quorum is defined as three districts having a member present at the meeting. The ROP Governing Board shall act by majority vote, which shall mean three of the districts.

4. Coordinating Council:

The Coordinating Council shall consist of the district superintendents of the member districts or designees. Other district staff members or ROP staff members may attend meetings or participate in Coordinating Council activities at the request of one or more district superintendents.

The Coordinating Council shall be established for the purpose of advising the ROP Governing Board on ROP matters and for the purpose of providing guidance, direction, and assistance to the Superintendent. The Coordinating Council shall be responsible for submitting yearly recommendations to the ROP Governing Board on the annual ROP's Joint Powers' budget.

5. Superintendent

The ROP's chief administrator, hereinafter designated as the "Superintendent" is responsible for managing, coordinating, and administering the Joint Powers Agency's delivery of career and technical training programs and serving the four member districts. The Superintendent works cooperatively with the staff of member districts' school sites and district offices in providing a regional occupational program which responds to the career and technical training needs of the member districts.

The specific duties of this position are further identified in the job description on file in the ROP Joint Powers Agency's Personnel Department.

Whenever an opening exists for the Superintendent position, the ROP Governing Board, as one party, and the Coordinating Council, as the other party, shall jointly select the Superintendent. Both parties must mutually agree on a candidate to be selected for the Superintendent position. The Superintendent shall be evaluated in writing annually by the ROP Governing Board. Prior to discussing the performance of the Superintendent, each ROP Governing Board member shall meet with his/her respective district superintendent to receive input regarding the Superintendent's performance. Any input received from each district superintendent shall be shared by each ROP Governing Board member with other members of the ROP Governing Board.

6. Fiscal Matters:

A. Funding:

The funding of the ROP Joint Powers Agency is through the state-established Local Control Funding Formula (LCFF). The ROP Joint Powers Agency shall receive annual operating funds from each of the member school districts an amount based upon the block grant funding maintenance of effort established in the 2012-13 school year plus an annual increase based upon the Cost of Living Adjustment (COLA) average of all four member districts. These funds will be transferred to the ROP in the most expedient manner, subject to approval by the districts and the County Office of Education. One-time funds or any other additional funds beyond the Local Control Funding Formula that are identified for ROP programs shall be distributed directly to the ROP Joint Powers Agency.

The Eden Area ROP will take full responsibility for any funding generated through partnership with an apprenticeship agency. The district acting as the Local Educational Agency is indemnified against any potential liability due to error in calculation of attendance or other potential loss of funds.

B. Deficits:

Should the ROP Agency not generate the budgeted revenue to the extent necessary to meet the operating costs in any given school year, the ROP Governing Board shall ascertain the exact amount of the deficit and shall act immediately to determine a means to offset the deficit including the use of the reserve balance. The Coordinating Council shall provide the ROP Governing Board with recommendations prior to the ROP Governing Board taking action. It is the intent of the member districts Boards of Education that the ROP Joint Powers Agency be solely liable for any and all deficits. The ROP Joint Powers Agency shall not charge back to the members or transfer any liability or deficit to any of the member school districts.

C. Purchasing:

Subject to funding availability and authorization, each member district has the power and authority to purchase, in its own name, real and personal property and fixtures to be used in the ROP programs established and conducted within its own district.

D. ROP Center:

The Agency shall pay the Hayward Unified School District for the use of the buildings at 26316 Hesperian Blvd., Hayward, Calif., including Building Five, the Gansberger site, an amount determined mutually by the ROP Governing Board and the Hayward Unified School District, but not greater than one percent (1%) of the prior year's ROP Agency revenue from member district LCFF.

E. District-Operated Programs:

Subject to mutual agreement between the ROP Superintendent and a member district's administration, each district may operate ROP programs on its properties at various site locations. Member districts have an option of using ROP personnel to teach a program or to use district staff.

In addition, District-Contracted Programs (DCP) will be funded at a rate of \$17,455 per section. Any Cost of Living Adjustment (COLA) received by the ROP will be applied at the same rate to the District Contracted Programs. The district will be responsible for all related instructional costs. The ROP will provide \$7,000 per each comprehensive high school to off-set the cost of career counseling. Operational costs are borne by the ROP and include the cost of services for Administration of the Work-based learning requirements, and scheduling and administering of Advisory Committee meetings, securing business partnerships, providing internship outreach and other business opportunities for students in ROP programs.

The Coordinating Council and the ROP Superintendent may review these concepts annually. Any changes to this approved funding model must be approved by a majority of the Coordinating Council and the ROP Superintendent.

F. Notification of Potential Reductions:

Should the annual ROP student enrollment projections or the ROP agency's budget require a reduction in programs or services for a subsequent school year as determined by the ROP Governing Board, the ROP Governing Board shall notify all member districts by January 15 of the current year that a reduction in programs and/or services will be required in the subsequent year.

The Superintendent, along with the Coordinating Council, shall develop recommendations for the ROP Governing Board as to which programs or services should be reduced. The ROP Governing Board shall make the final determination as to which programs and/or services shall be reduced.

G. Annual Operating Funds:

The ROP Joint Powers Agency established and maintained hereunder shall receive ROP revenue from each participating district as designated in the Agreement. All funds will be electronically transferred from the County Treasurer. Payments to the districts for the ROP programs provided by the member districts shall be paid by the ROP Joint Powers Agency to the districts on a monthly basis.

The fiscal year hereunder shall commence on July 1 and end on June 30 of each year during the term of this Agreement.

H. Debts:

The ROP Governing Board shall have no power or authority to incur any obligations or debt in excess of the funds which are appropriated to the ROP Joint Powers Agency. All debts, liabilities, and obligations of the ROP Governing Board or Agency shall be debts, liabilities, and obligations of the ROP Joint Powers Agency and shall not be in any way debts, liabilities, or obligations of any member district or combination of member districts.

7. Insurance:

The ROP Joint Powers Agency shall provide and maintain a comprehensive liability insurance policy or evidence of self-insurance which shall include general liability, acts or omissions arising out of negligence, bodily injury, death, injury to person, automobile liability, and property damage. This insurance policy shall name the ROP and its employees, agents, officers, Governing Board members of the four member districts, ROP Governing Board members, and the four district superintendents as the insured. The ROP Joint Powers Agency shall provide and maintain in full force and effect a workers' compensation insurance and employer's liability policy or evidence of a certification of permission to self-insure issued by the Department of Industrial Relations, Administration of Self-Insurance, Sacramento, California.

8. Admission of Students:

Any person or student who resides in any of the member districts, who can profit from the instruction, and who is otherwise eligible to attend a high school or adult school may attend any ROP Program maintained hereunder.

After consultation with the Coordinating Council, the Superintendent may determine priorities for student admissions. A student may be admitted on a part-time or full-time basis. After consultation with the Coordinating Council, the Superintendent also may admit students residing in school districts other than the member districts.

9. Indemnification:

The ROP Joint Powers Agency shall protect, indemnify, defend and hold harmless member school districts (their Boards of Education, officers, agents, representatives, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to it and them as result of any claims, demands, damages, costs or judgments against it or them that may arise in connection with any negligent acts or omissions of ROP arising of or in connection with the ROP Agency. This obligation shall survive the expiration and/or termination of this agreement.

10. Disputes:

Should a dispute arise from a member district(s) regarding the ROP Joint Powers Agreement regarding procedures, interpretation of, operations, changes, or policy, the ROP Superintendent shall attempt to resolve the matter with the member district(s). If a resolution is not reached with the Superintendent, the dispute may be forwarded by the party raising the matter to the Coordinating Council for resolution. The decision of the Coordinating Council shall be final unless forwarded by the party raising the matter in writing within ten (10) working days to the ROP Governing Board. The Governing Board decision will be the final level of appeal.

11. Withdrawal and/or Termination:

Any member district may withdraw from this Agreement at the end of any fiscal year, provided that written notice of intention to withdraw has been served upon the ROP Governing Board and other member districts no later than one year prior to the date of withdrawal, and provided further that at such time, the withdrawing member district has either discharged or arranged to discharge all pending obligations under this ROP Agreement. Notice of withdrawal must include written authorization from the district's Governing Board. If any party decides to withdraw, this Agreement shall remain in full force and effect between or amongst the remaining districts. This Agreement shall be terminated whenever three of the current member districts withdraw, leaving only one member district or whenever at least three of the member districts take action to terminate the Agreement.

12. Disposition of Property and Funds:

In the event a district withdraws from this Agreement, all obligations between the withdrawing district and the ROP Joint Powers Agency shall be discharged through a transfer to the withdrawing district of real and/or personal property and/or funds equal to the withdrawing district's percentage share of total ROP Average Daily Attendance (ADA) averaged over the preceding three (3) years. Such transfer shall occur within a reasonable time following the withdrawal of the member district, but not to exceed six (6) months.

At such time, the ROP Governing Board shall decide whether it wishes to purchase any or all of the withdrawing district's percentage share of the total tangible assets of the ROP Agency. If the ROP Governing Board so decides, it shall pay the withdrawing district's percentage share. If the ROP Governing Board does not elect to purchase the withdrawing district's percentage share of the total tangible assets, the withdrawing district may accept tangible assets in any amount equal to its percentage share.

In the event of rescission, dissolution, or termination of the Agreement, any remaining property acquired by the ROP Agency, following a discharge of all obligations, shall be disposed of in the same manner as for a withdrawing district, with the objective of returning to each member district any property or surplus money on hand in proportion to the total generated Average Daily Attendance (A.D.A.), including the ROP Center programs, from the date each member district became a member of the Joint Powers Agreement until the last day of the last fiscal year prior to rescission, dissolution, or termination.

The building and site located at 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the Hayward Unified School District.

Equipment and supplies purchased by each of the parties and located in facilities other than 26316 Hesperian Boulevard, Hayward, including Building 5, the Gansberger site, are the property of the parties purchasing the equipment and supplies. Equipment and supplies of the ROP Joint Powers Agency will be disposed of as described above. If a withdrawing district disagrees with the determination of the current fair value of properties as determined by the remaining members of the ROP Governing Board, the current fair value of the ROP Joint Power Agency's properties shall be determined by an independent appraiser. The appraiser shall be agreed upon by the remaining members of the ROP Governing Board and the withdrawing district. In the event that the remaining members of ROP Governing Board and the withdrawing district cannot agree upon the selection of an appraiser, the parties shall request the Alameda County Board of Education to select the appraiser. The ROP Joint Powers Agency shall pay all costs incurred in connection with the appraisal, unless otherwise agreed by the withdrawing district or districts and the remaining members of the ROP Governing Board.

13. Amendments:

This Agreement may be amended at any time only by the formal approval of three of the four member districts' Boards of Education.

14. Severability:

Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be invalid or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms conditions, and provisions shall be not affected thereby.

15. Location:

The program may be located at sites in each of the participating districts, at the ROP Center, or other locations as determined by the Coordinating Council and by the ROP Governing Board.

16. County Superintendent:

This Agreement is subject to the approval of the Superintendent of Schools of Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed by their authorized officers as of the date first mentioned.

**CASTRO VALLEY UNIFIED SCHOOL DISTRICT OF
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY _____

President of Board of Education

DATE _____

BY _____

Clerk of Board of Education

DATE _____

**HAYWARD UNIFIED SCHOOL DISTRICT OF
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY _____

President of Board of Education

DATE _____

BY _____

Clerk of Board of Education

DATE _____

**SAN LEANDRO UNIFIED SCHOOL DISTRICT OF
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY _____

President of Board of Education

DATE _____

BY _____

Clerk of Board of Education

DATE _____

**SAN LORENZO UNIFIED SCHOOL DISTRICT OF
ALAMEDA COUNTY, STATE OF CALIFORNIA**

BY _____

President of Board of Education

DATE _____

BY _____

Clerk of Board of Education

DATE _____

APPROVED: MAY 6, 2021

Superintendent, Eden Area ROP

Eden Area ROP Governing Board Terms of Office

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts. Castro Valley and San Leandro Unified School Districts hold elections on odd years and Hayward and San Lorenzo Unified School Districts on even years.



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2021-2022 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 attached is a copy of the agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2021-2022 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2021-2022 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, 2021 and will remain in full force and effect until June 30, 2022, 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 2021 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: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with
Cindy Christovale for Direct Support Professional Training for the
2021-2022 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 attached is a copy of the agreement between the DSP Proctor, Dr. Cindy Christovale, and the Eden Area ROP to provide training for the 2021-2022 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2021-2022 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, 2021 and will remain in full force and effect until June 30, 2022, 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 2021 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.

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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

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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: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Craig Lang, Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Agreement with Ellen Faryna for Direct Support Professional Training for the 2021-2022 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 attached is a copy of the agreement between the DSP Proctor, Ellen Faryna, and the Eden Area ROP to provide training for the 2021-2022 school year.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2021-2022 School Year.

BETWEEN

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

OF THE FIRST PART

-AND-

Ellen Faryna
(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, 2021 and will remain in full force and effect until June 30, 2022, 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 2021 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.
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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. Ellen Faryna

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

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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.

Ellen Faryna

Date

Craig Lang, Eden Area ROP
Director of Adult Programs

Date

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Lauren Kelly, Pathway Coordinator
SUBJECT: Request the Governing Board to approve the Agreement with the East Bay Municipal Utility District (EBMUD) for Virtual Work-Based Learning Services for the 2021 Summer

BACKGROUND

In 2020-2021, the East Bay Municipal Utility District (EBMUD) contracted with the Eden Area ROP to provide 3 summer internships for high school students with scholarships of \$1,500 per student upon completion.

CURRENT SITUATION

EBMUD is contracting with the Eden Area ROP for its internship services again this summer. Four students who complete a virtual 90-hour internship with EBMUD will receive up to a \$1,395 scholarship. The length of this contract is June 21, 2021 through July 30, 2021.

Fiscal Impact: The Eden Area ROP will receive up to \$5,580 for three scholarships.

CONSENT CALENDAR

AGREEMENT

This Agreement is made and entered into by and between the East Bay Municipal Utility District ("EBMUD") and **Eden Area ROP** ("EAROP").

Whereas, EAROP administers an internship program to provide a virtual work-based learning experience to its students ("Students");

Whereas, EBMUD agrees to provide a virtual work-based learning environment for up to **four (4)** Students to the extent available;

Whereas, EBMUD agrees to provide supplemental funding to EAROP not to exceed **\$5,580 (up to \$1,395 per intern)** for the payment of scholarships to Students, in accordance with the schedule set forth in Exhibit A;

Whereas, EAROP agrees to apply these supplemental funds towards payment of a scholarship to each Student in an amount of \$1,395 for 90 hours of internship completed, the terms for which are attached hereto as Exhibit A;

EBMUD and EAROP agree as follows:

I. GENERAL UNDERSTANDING

1. The parties understand and agree that the internship is primarily an intern-focused learning experience provided to Students currently enrolled in EAROP partner school districts; Castro Valley Unified School District, Hayward Unified School District and San Leandro Unified School District. EBMUD shall offer meaningful and challenging assignments intended to enhance the learning experience of Students assigned by EAROP to an internship placement offered by EBMUD.
2. The parties understand and agree that Students are not employees of EBMUD. EAROP understands and agrees that EAROP is solely responsible for providing scholarship payments and/or any other forms of compensation or benefits that may be due to Students arising from EAROP's internship program. EAROP agrees to provide a scholarship to each Student equivalent to \$1,395 per 90 internship hours worked (or an equivalent amount proportional to the total number of actual internship hours completed by each student and in no event less than state or federal minimum wage rates) in accordance with EAROP guidelines, and in accordance with any and all applicable local, federal and state laws. EAROP agrees to utilize the funds provided by EBMUD to award a scholarship to each Student who participates in the internship in accordance with this Agreement. EAROP agrees not to seek compensation or reimbursement of expenses from EBMUD resulting from EBMUD's agreement to provide internship assignments to EAROP's Students.

3. EAROP shall be solely responsible for administering the payment of such scholarships, including but not limited to any state and federal tax requirements, and for addressing and resolving any disputes raised by the Students regarding the processing of such scholarships.
4. The virtual program will run from **June 21, 2021** through **July 30, 2021**, and will require students to complete research projects related to the water and wastewater industry specific to their unit assignment, remotely attend weekly enrichment activities and remotely attend weekly meetings with their mentor. This program model is anticipated to take a total of **90 hours** to complete. Accordingly, for completion of the project, Eden Area ROP will provide each student a scholarship payment of \$1,395, of which EBMUD will supply the \$1,395 per student for this scholarship payment.
5. EAROP shall be responsible for recruiting, screening, and referring Students from its partner school districts with matching skills and interests for the internship placements. EBMUD will make the final selection of Students to be assigned to EBMUD. EBMUD shall be solely responsible for determining placement availability for Students and designating a work assignment for each Student.
6. Selected Students are required to virtually attend an EBMUD Orientation tentatively scheduled on **June 21, 2021. Jayne Salinger, Work Based Learning Specialist, or a designee,** will provide information and relevant materials to EBMUD Interns' Supervisors during said EBMUD Orientation.
7. The parties understand that in the event that a Student does not satisfactorily complete the internship program requirements set forth by EBMUD and EAROP, EBMUD has the discretion to release the Student from the program.
8. EBMUD understands and agrees to inform Students of its pertinent policies, procedures, processes and expectations for a successful learning experience. EBMUD further agrees to afford each Intern equal opportunity in all phases of the learning experience without discrimination because of race, color, religious creed, sex, gender, gender identity, gender expression, national origin, ancestry, age for individuals over forty years of age, disability (physical or mental, including AIDS and HIV), medical condition (cancer and genetic characteristics), genetic information, marital or domestic partnership status, sexual orientation, military or veterans status, pregnancy, family or medical leave status, pregnancy, pregnancy disability leave status, or any other status protected by state and federal laws.
9. **District Data Security Considerations:** During the internship, interns will not be using a District computer or accessing sensitive District records. They will not have any access to Customer Information, Employee Information, Facilities Information, Highly-Sensitive Personal Information, or Personal information as defined herein.

DEFINITIONS

- 9.1 “Customer Information” means the name, address, phone number, account number and water usage data of any water or wastewater customer of EBMUD.
- 9.2 “Employee Information” means an employee identification number, personnel records and any Personal Information of an EBMUD employee.
- 9.3 “Facilities Information” means any data or records that could reveal details of critical EBMUD infrastructure or operations, including, but not limited to, reports, maps, drawings, databases, models, GIS information, and plans and schematics containing detailed information about EBMUD’s water and wastewater infrastructure that, if released, could compromise the safety, integrity, and operations of the public water and wastewater system. Examples include the locations of security systems and security devices, services, pipelines, interceptors, aqueducts, valves, pressure zones, or details about major facilities (i.e., wet weather processing, treatment plants, pumping plants, and storage structures).
- 9.4 EBMUD “Highly-Sensitive Personal Information” means an individual’s:
- 9.4.1 Government-issued identification numbers (including Social Security number, partial Social Security number, driver’s license number, or state-issued identification number);
 - 9.4.2 Financial account numbers, credit card numbers, debit card numbers, or credit report information, with or without any required security codes, access codes, personal identification numbers, or passwords that would permit access to an individual’s financial accounts; or
 - 9.4.3 Biometric, genetic, health, medical, or medical insurance data.
- 9.5 “Personal Information” means information provided to Authorized Students by or at the direction of EBMUD, information which is created or obtained by Authorized Students on behalf of EBMUD, or information to which access was provided to Authorized Students by or at the direction of EBMUD, in the course of their performance under this Agreement, that is:
- 9.5.1 Information that identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers);
 - 9.5.2 Information that can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit or debit card numbers, credit report information, medical insurance data, answers to security questions, and other personal identifiers); and

9.5.3 All Highly-Sensitive Personal Information.

10. EBMUD designates **Sophia Gonzales, or designee, as the Site Supervisor** who will serve as the EBMUD contact for EAROP with all matters concerning the internship. This includes ensuring Students' EBMUD Supervisors complete and submit student timesheets, complete and submit any Student performance assessments required by EAROP, and complete and submit recommendation letters for their Student(s) prior to the end of the internship. This provision survives termination of this Agreement.
11. EAROP expressly agrees to defend, indemnify, and hold harmless EBMUD and its directors, officers, board members, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from EAROP, its officers', directors', board members', associates', employees', or other agents' negligent acts or willful misconduct, in the operation and/or performance under this Agreement.
12. a. EAROP shall take out and maintain during the life of the Agreement all the insurance required in this Agreement, and shall submit certificates, including Additional Insured Endorsements, for review and approval by EBMUD. The internship shall not commence until such insurance has been approved by EBMUD. The certificates shall be on forms provided by EBMUD. Acceptance of the certificates shall not relieve EAROP of any of the insurance requirements, nor decrease the liability of EAROP. EBMUD reserves the right to require EAROP to provide insurance policies for review by EBMUD.

b. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of EAROP.
13. EAROP shall take out and maintain during the life of the Agreement General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If EAROP elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, EAROP is required to notify EBMUD immediately. Any request to self-insure must first be approved by EBMUD before the changed terms are accepted.

The amounts of insurance coverages shall not be less than the following:

- \$2,000,000/Occurrence, Bodily Injury, Property Damage - General Liability

In lieu of the above coverage amounts, if EAROP only has coverage for \$1,000,000/occurrence for each policy, EAROP can supplement its coverage with

Umbrella Insurance that specifically applies to coverage in the required amounts for automobile and general liability claims.

14. EAROP will provide Workers' Compensation coverage for Students injured while performing internship duties related to this Agreement. EAROP and its Workers Compensation Carrier agree to waive any rights of recovery against EBMUD regardless of the applicability of any insurance proceeds.
15. THE FOLLOWING COVERAGES OR ENDORSEMENTS MUST BE INCLUDED IN THE POLICY(IES):

1. The EBMUD, its Directors, Officers and Employees are Additional Insureds in the policy(ies) as to work being performed under this agreement.

ENDORSEMENT NO. _____

2. The coverage is Primary and non-contributory to any other applicable insurance carried by the EBMUD.
3. The policy(ies) covers contractual liability.
4. The policy(ies) is written on an occurrence basis.
5. The policy(ies) covers EBMUD's Property in Consultant's care, custody and control.
6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers products and completed operations.
8. The policy(ies) covers the use of owned, non-owned and hired automobiles.
9. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility EBMUD at the address above.
16. The parties understand that the payment of EBMUD's supplemental funds to EAROP is contingent upon Students' satisfactory completion of the internship program requirements set forth by the parties. In the event that a Student is released from the internship prior to **July 30, 2021**, as determined by EBMUD in its sole discretion, the Student shall be awarded a pro-rated amount of the scholarship by EAROP as of the date of termination. EAROP shall refund to EBMUD any unused scholarship funds by the date specified in Exhibit A.

17. EAROP is solely responsible for ensuring that interns have the requisite technology and equipment (including computers and internet access) needed for them to participate in the virtual work-based learning opportunities provided by this internship.
18. Electronic Execution. Due to the COVID-19 public health emergency, the parties agree that this Agreement may be executed using electronic signatures in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

II. TERM AND TERMINATION


1. This Agreement shall be effective from June 1, 2021 to September 15, 2021.
2. This Agreement may be terminated by the mutual written consent of both parties at any time for any reason.

This Agreement may be terminated by either party with thirty (30) days' written notice.

3. In the event of termination, EAROP shall refund to EBMUD any unused stipend funds by the date specified in Exhibit A.

DERRY MOTEN
Manager of Employee and Organizational Development
EBMUD

DATE



LINDA GRANGER
Eden Area ROP Superintendent
EDEN AREA ROP

4.6.21
DATE

Approved as to Form:

LOURDES MATTHEWS
Assistant General Counsel
EBMUD Office of General Counsel

DATE

EXHIBIT A

East Bay Municipal Utility District (“EBMUD”) and Eden Area ROP (“EAROP”)

PAYMENT SCHEDULE

Responsible Party	Tasks	Due Dates
EBMUD	Notifies EAROP of students’ participation in EBMUD internship	<u>June 28, 2021¹</u>
EAROP	Sends invoice to EBMUD for payment of supplemental funding for Students who have reported for first week of the program	<u>July 2, 2021</u>
EBMUD	Sends payment to EAROP	<u>July 30, 2021</u>
EAROP	Awards supplemental funding ² to Students	NO LATER THAN <u>August 6, 2021</u>
EAROP	Refunds any unused funds to EBMUD	NO LATER THAN <u>September 3, 2021</u>

Responsible Parties:

Eden Area ROP
C/O Linda Granger
26316 Hesperian Blvd.
Hayward, CA 94545

EBMUD
C/O Sophia Gonzales
375 11th Street, MS 601
Oakland, CA 94607

¹ Students will not work on July 5, 2021

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
FROM: Lauren Kelly, Grant Coordinator
SUBJECT: Request the Governing Board to approve the Agreements with Cabrillo Community College for the Strong Workforce Program from January 2021 through June 2023

BACKGROUND

The Bay Area Community College Consortium has contracted with Cabrillo Community College as the fiscal agent for the K12 Strong Workforce Program (SWP). Cabrillo Community College is responsible for distributing funds to grantees within their region. These agreements with Cabrillo Community College are for the period of January 1, 2021 and expire on June 30, 2023.

CURRENT SITUATION

The Eden Area ROP in conjunction with our district partners submitted SWP grant applications and were allocated funding for the following:

Health 2.0
\$1,134,470

Health 2.0 will work to develop work based learning opportunities for students under the "new normal" in the health care industry. Funding for materials and professional development is also included.

Supporting Underserved Populations (SUP)
CVUSD, EAROP, HUSD, SLUSD, SLZUSD
\$994,315

SSSP will recruit students from special populations and place them with a case manager to provide support through pathway completion. These services will be based upon individual need and may include: tutoring, study skills training, soft skills, leadership development, counseling and other needed support services. Case managers will also support the transition to college and career.

Business Ownership and Management (BOM)
CVUSD, EAROP, HUSD, SLUSD, SLZUSD
\$492,083

BOM will support students in business pathways in the four districts with coaching for business/marketing plans, coordinate pitch competitions, and work to align curriculum with Chabot College.

CONSENT CALENDAR

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
K12 STRONG WORKFORCE PROGRAM AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
Eden Area ROP**

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as “Fiscal Agent”) and Eden Area ROP (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

1. RECITALS

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the Bay Area Community College Consortium (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code¹ §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is **\$1,134,470** for the project titled Health 2.0 (HEALTH) (NOVA ID 11268) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and entered into the California Community Colleges’ NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

¹ Unless otherwise noted, all statutory references herein shall be to the California Education Code.

The period of performance for this Agreement shall commence on January 1, 2021 and shall expire on June 30, 2023, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's certified plan in NOVA.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Pathway/Program Work Plan of the certified plan in NOVA the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFAr3.baccc.net

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

The process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are posted on the Regional Consortium's K12 SWP website at k12swp.baccc.net.

6. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than August 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net), and as indicated in the Grantee's certified plan in NOVA. Grantees will be required to submit documentation of the match in the fiscal reports submitted through NOVA.

7. REPORTING

K12 SWP funding is project-based with project submissions and reporting of expenditures and match taking place in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times.

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8) (D). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2021-22, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Ed Code Section 14502.1.

- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in the certified project plan and budget in NOVA .
- C. Grantee shall maintain and make available expenditure data for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent or the Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the Fiscal Agent will solely select the final arbiter and such selection will be binding on the Grantee. The final arbiter's decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the final arbiter receives from Grantee a written request to appeal said decision. Pending the final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. **Automobile Liability:** If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

“Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Grantee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Grantee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA ([k12swpRFAr3.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

[https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce.](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)
[K12swp.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12swp.baccc.net)

By signing this Agreement the Grantee certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8 regarding discrimination, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net),
- 4) Certified project plan and budget in NOVA

23. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District
Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfothenhauer
Title: BACCC Chair
E-mail: rock@baccc.net
Telephone: 831-479-6482

For Grantee:

Name of Lead LEA: Eden Area ROP
Address: 26316 Hesperian Blvd
City, State, Zip: Hayward, CA 94545

For project/program related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

For fiscal related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

25. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between Cabrillo Community College District and Eden Area ROP, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

Cabrillo Community College District

Alex Strudley

Director, Purchasing, Contracts, Risk Management, & Auxiliary Services

(signature)

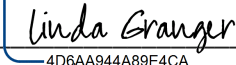
(date)

GRANTEE

Eden Area ROP

Linda Granger

Superintendent

DocuSigned by:

4D6AA944A89E4CA...
(signature)

4/12/2021

(date)

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
K12 STRONG WORKFORCE PROGRAM AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
Eden Area ROP**

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as “Fiscal Agent”) and Eden Area ROP (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

1. RECITALS

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the Bay Area Community College Consortium (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code¹ §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is **\$994,315** for the project titled Supporting Underserved Populations (SUP) (NOVA ID 11269) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and entered into the California Community Colleges’ NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

¹ Unless otherwise noted, all statutory references herein shall be to the California Education Code.

The period of performance for this Agreement shall commence on January 1, 2021 and shall expire on June 30, 2023, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's certified plan in NOVA.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Pathway/Program Work Plan of the certified plan in NOVA the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at k12swpRFAr3.baccc.net

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

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Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than August 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net), and as indicated in the Grantee's certified plan in NOVA. Grantees will be required to submit documentation of the match in the fiscal reports submitted through NOVA.

7. REPORTING

K12 SWP funding is project-based with project submissions and reporting of expenditures and match taking place in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times.

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8) (D). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2021-22, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Ed Code Section 14502.1.

- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in the certified project plan and budget in NOVA .
- C. Grantee shall maintain and make available expenditure data for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

11. DISPUTES

All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be addressed in the following manner. The Parties shall enter into good faith negotiations to reach an equitable settlement. Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the Fiscal Agent or the Chancellor's Office, based on prior written mutual agreement as to which of these two entities will resolve the dispute. If the Parties do not agree as to the dispute resolution entity, the Fiscal Agent will solely select the final arbiter and such selection will be binding on the Grantee. The final arbiter's decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to the Grantee. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, the final arbiter receives from Grantee a written request to appeal said decision. Pending the final decision of the appeal, Grantee shall act in accordance with the written decision of the Fiscal Agent or the Chancellor's Office, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the Prime Sponsor, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

12. INDEMNIFICATION

Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

13. INSURANCE

Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
- B. **General Liability:** The policy shall contain a combined single limit of liability of not less than \$2,000,000 per occurrence and not less than \$5,000,000 in the aggregate.
- C. **Automobile Liability:** If automotive vehicles are operated by Grantee in Grantee's performance of Grantee's obligations under this agreement, Grantee shall maintain an automobile liability policy which shall include coverage on all owned, non-owned and hired vehicles and shall have a minimum limit of liability of not less than \$1,000,000 per occurrence.

Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

“Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”

14. INDEPENDENT CONTRACTORS

For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be independent contractors and not agents or employees of the other party.

Grantee, in the performance of this Agreement, shall be and act as an independent contractor and not as an employee of the Fiscal Agent. The Grantee understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the Fiscal Agent, and are not entitled to benefits of any kind or nature normally provided to employees of the Fiscal Agent and/or to which Fiscal Agent's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Grantee assumes full responsibility for its acts and/or liabilities including those of its employees or agents as they relate to the services provided under this Agreement. The Grantee shall assume full responsibility for withholding and payment of all: Federal, State, Local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to the Grantee's employees. The Fiscal Agent will not withhold taxes, unemployment insurance or social security for the Grantee's employees or independent subcontractors. The Grantee agrees to indemnify and hold the Fiscal Agent harmless from and against any and all liability arising from any failure of the Grantee to withhold or pay any applicable tax, unemployment insurance or social security when due.

15. ASSURANCES

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA ([k12swpRFAr3.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

[https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce.](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)
[K12swp.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12swp.baccc.net)

By signing this Agreement the Grantee certifies that it complies with state and federal requirements for standards of conduct, workers' compensation insurance, participation in grant-funded activities, non-discrimination, accessibility for persons with disabilities, drug-free workplace certification, intellectual property, and debarment and suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

16. FEDERAL, STATE, AND LOCAL TAXES

Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

17. EQUAL OPPORTUNITY/NON-DISCRIMINATION

- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8 regarding discrimination, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net),
- 4) Certified project plan and budget in NOVA

23. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District
Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfothenhauer
Title: BACCC Chair
E-mail: rock@baccc.net
Telephone: 831-479-6482

For Grantee:

Name of Lead LEA: Eden Area ROP
Address: 26316 Hesperian Blvd
City, State, Zip: Hayward, CA 94545

For project/program related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

For fiscal related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

25. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between Cabrillo Community College District and Eden Area ROP, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

Cabrillo Community College District

Alex Strudley

Director, Purchasing, Contracts, Risk Management, & Auxiliary Services

(signature)

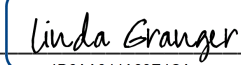
(date)

GRANTEE

Eden Area ROP

Linda Granger

Superintendent

DocuSigned by:

4D6AA944A89E4CA...

(signature)

4/12/2021

(date)

**BAY AREA COMMUNITY COLLEGE CONSORTIUM
K12 STRONG WORKFORCE PROGRAM AGREEMENT
BETWEEN
CABRILLO COMMUNITY COLLEGE DISTRICT
and
Eden Area ROP**

This agreement is entered into between Cabrillo Community College District (hereinafter referred to as “Fiscal Agent”) and Eden Area ROP (hereinafter referred to as “Grantee”), collectively referred to as “Parties” and individually as “Party.”

1. RECITALS

WHEREAS, the Cabrillo Community College District has been designated as the fiscal agent for the K12 Strong Workforce Program (hereinafter referred to as “K12 SWP”) for the Bay Area Community College Consortium (hereinafter referred to as “Regional Consortium”) and is responsible for distributing funds to each grantee within the region, following certification by the Regional Signing Authority.

WHEREAS, the Fiscal Agent is authorized to receive funding from the California Community Colleges Chancellor’s Office (hereinafter referred to as “Chancellor’s Office”), in partnership with the California Department of Education (CDE) and as appropriated under Education Code¹ §88827, for the K12 SWP to create, support, and/or expand high-quality career technical education programs at the K12 level.

WHEREAS, the Grantee is entering into this agreement to set the terms and conditions for their agency’s award of the K12 Strong Workforce Program, and to be accountable for all deliverables identified in Exhibit B: K12 SWP CTE Pathway/Program Work Plan.

NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

2. AWARD AMOUNT

The total amount for this Agreement is **\$492,083** for the project titled Business Ownership and Management for Students (BOM for Students) (NOVA ID 11267) and payment to Grantee shall be made in accordance with the terms and conditions of this Agreement and as determined by the amount approved by the region’s K12 SWP Selection Committee and entered into the California Community Colleges’ NOVA system (hereinafter referred to as NOVA).

Grantee certifies that grant funds received and the matching funds contributed by the Grantee and its partners shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

3. PERIOD OF PERFORMANCE

¹ Unless otherwise noted, all statutory references herein shall be to the California Education Code.

The period of performance for this Agreement shall commence on January 1, 2021 and shall expire on June 30, 2023, unless terminated earlier in accordance with the termination provisions of this Agreement.

4. SCOPE OF WORK

Grantee shall carry out the activities and achieve the performance outcomes as presented in the Grantee's certified plan in NOVA.

5. MODIFICATIONS

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Fiscal Agent prior to the modification being made. The Fiscal Agent may require that a Grant Amendment be processed if the Fiscal Agent determines that a change would materially affect the project outcomes as described in the Pathway/Program Work Plan of the certified plan in NOVA the terms of this Agreement or the terms included in the K12 Strong Workforce Program RFA - Appendix A: Program-Specific Legal Terms and Conditions available at [k12swpRFAr3.baccc.net](https://www.baccc.net/k12swpRFAr3)

Grantee may make changes to any budget category amounts up to 10% of the total award amount per object code as listed in the Summary Budget in Exhibit A without the approval of the Fiscal Agent so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Fiscal Agent. Amendments are required for budget changes when there are changes in the total dollar amount of the Agreement.

The process for requesting and approving amendments is determined by the Fiscal Agent. Budget changes or amendments are subject to applicable program limitations and require approval of the Fiscal Agent. No extensions to the performance period will be granted.

The process for requesting and approving changes to grant budget categories and/or amounts as well as grant amendments are posted on the Regional Consortium's K12 SWP website at [k12swp.baccc.net](https://www.baccc.net/k12swp).

6. INVOICING AND PAYMENT

Advance payment of 70% of the total amount of this Agreement will be paid to Grantee within 45 days following full execution of the Agreement.

Grantee may request payment for reimbursable expenditures for the remaining 30% of the total amount of this Agreement when actual expenditures and NOVA reported expenditures exceed the 70% advance payment. Payment(s) will be made upon receipt of an invoice. Invoices shall be submitted on a form provided by Fiscal Agent and must be supported by financial detail reports that itemize costs. Fiscal Agent may request back-up documentation for expenditures if required to adhere to compliance terms and standards. Payment of invoices is contingent upon completion and approval by Fiscal Agent of any reports due on or before the date of the submitted invoice. Final invoices for all performance under this Agreement are due no later than August 15, 2023.

The Grantee is obligated to provide proportional dollar match according to the terms set forth in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net), and as indicated in the Grantee's certified plan in NOVA. Grantees will be required to submit documentation of the match in the fiscal reports submitted through NOVA.

7. REPORTING

K12 SWP funding is project-based with project submissions and reporting of expenditures and match taking place in NOVA. The Grantee agrees to adhere to the reporting schedule as posted on the BACCC K12 SWP website, k12swp.baccc.net. Grantee will be provided 30 days notice of report due dates and any changes to the reporting schedule. Fiscal and narrative reports of project progress may be requested by the Fiscal Agent at other times.

Grantee shall prepare and submit outcomes data as required by §88828 (d) (8) (D). Grantee and partnering local educational agencies shall enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCCO for information sharing on K12 data. By November 1 immediately following the fiscal year for which data are being reported Grantee and partnering local educational agencies shall provide student-level data necessary to evaluate K12 SWP to CDE; beginning in 2021-22, submit all end-of-year data files, as applicable and required by K12SWP legislation, into the Cal-PASS Plus system; and notify their K-14 Technical Assistance Provider that data has been reported. As per the legislation, failure to provide this data may result in termination of the grant.

8. SUBGRANTING AND SUBCONTRACTING

The Grantee is responsible for distributing funds to partnering agencies identified in the application as subgrantees. The Grantee is responsible for the performance of any services provided using funds awarded under this grant by partners, consultants, or other organizations.

The Grantee shall obtain approval from the Fiscal Agent for additions or deletions to the subgrantees named in Exhibit A: Objective and Financials or for changes in the amount of funds awarded each subgrantee greater than 10% of the total grant.

The Grantee is to be fully responsible to the Fiscal Agent for the acts and omissions of its partnering subgrantees, subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Grantee. Grantee's obligation to pay its subgrantees and subcontractors is independent from the obligation of the Fiscal Agent to make payment to the Grantee. As a result, the Fiscal Agent shall have no obligation to pay or enforce the payment of any money to a subgrantee or subcontractor.

9. RECORDS AND AUDITS

- A. The State Controller will include the audit instructions necessary to enforce the requirements pertaining to the K12 component of the Strong Workforce Program in the audit guide required by Ed Code Section 14502.1.

- B. Grantee must maintain records regarding use of program funds and progress made towards completing the performance outcomes listed in the certified project plan and budget in NOVA .
- C. Grantee shall maintain and make available expenditure data for the purposes of verifying that the matching funds requirements as specified in the K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net) have been met.
- D. Parties agree that the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, and any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Fiscal Agent, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

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Each Party to this Agreement agrees to defend, indemnify, and hold harmless the other Parties, their officers, agents, employees and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or its performance or nonperformance of obligations under this Agreement, of the indemnifying authority, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or willful misconduct of the Parties seeking indemnification or any of its agents or employees.

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Acceptance of this Agreement constitutes that Grantee is not covered under Fiscal Agent's general liability insurance and that Grantee agrees, during the term of this Agreement, to maintain, at the Grantee's sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to worker's compensation (if required by law), liability, disability, and unemployment insurance. Certificates of insurance shall be provided to Fiscal Agent. Specifically, during the term of this agreement, Grantee shall maintain in full force and effect the kinds of insurance, containing the limits of liability set forth below:

- A. **Workers' Compensation:** Grantee shall comply with the workers' compensation law of the state wherein the services are to be rendered. Such policy shall provide coverage for all persons engaged in the activities described in this Agreement under the employ, supervision or control of the Grantee, and is exempt from the requirement of naming the Fiscal Agent as Additionally Insured.
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Coverage shall be placed with an insurer having a Best's Key Rating of "A-" or better, unless Grantee is self-insured or insured under a Joint Powers Authority, in which case Fiscal Agent will review coverage and indicate in writing if coverage is acceptable. Grantee shall furnish Fiscal Agent with Certificates of Insurance evidencing such coverage. Such Certificate shall name Fiscal Agent as additional insureds, and provide that it can be cancelled only with thirty (30) days prior written notice to Fiscal Agent. If any of the foregoing coverages expire, change, or are canceled, Grantee shall notify Fiscal Agent within thirty (30) days prior to the effective date of such expiration, change or cancellation.

The following sentence shall be included in the additional insured endorsements:

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By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program established by Education Code §§88827-88833, and with the guidance documents provided by the California Community College Chancellor's Office, K12 Strong Workforce Program RFA ([k12swpRFAr3.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)), and other guidance published by the California Community College Chancellor's Office, currently posted on Strong Workforce Program websites and the Regional Consortium's website:

[https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce.](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12-Strong-Workforce)
[K12swp.baccc.net](https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/K12swp.baccc.net)

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Except as may be otherwise provided in this Agreement, the Grantee's award amount includes all applicable Federal, State, and local taxes and duties, and therefore, Grantee shall be responsible for paying all such costs.

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- A. During the performance of this Agreement, Grantee shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, gender, gender expression, political affiliation, position in a labor dispute, or any characteristic listed or defined in §11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of §422.6 of the California Penal Code, or any other status protected by law is strictly prohibited. Grantee shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- B. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- C. Grantee shall also comply with the provisions of Government Code §§11135- 11139.8 regarding discrimination, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code of Regulations, title 5, §§59300 et seq.)

18. UNENFORCEABLE PROVISION

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

19. WAIVER

Any waiver by Fiscal Agent of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of the Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping the Fiscal Agent from enforcing the terms of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAWS

It is understood and agreed that this Agreement shall be governed by the laws of the State of California both as to the interpretation and performance; venue of any action brought with regard to this Agreement shall be in Santa Cruz County, State of California.

Grantee shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance of services under this Agreement.

21. INTELLECTUAL PROPERTY

Any work product resulting from this Agreement falls under the Chancellor's Office Creative Commons Attribution license, which gives permission to the public to reproduce, distribute, perform, display or adapt the licensed materials for any purpose, so long as the user gives attribution to the author.

22. ORDER OF PRECEDENCE

Any inconsistency or conflict between provisions in this Agreement shall be resolved by giving precedence in the following order:

- 1) Process for requesting/approving budget/contract changes as posted on k12swp.baccc.net website
- 2) The Agreement,
- 3) K12 Strong Workforce Program RFA (k12swpRFAR3.baccc.net),
- 4) Certified project plan and budget in NOVA

23. NOTICES/CONTACTS

All notices required or permitted under this Agreement shall be in writing and may be delivered in the following ways with preference given to email. A Party to this Agreement may give notice to the other Party by sending an email and receiving explicit acknowledgement of its receipt from the other party. Notice may also be sent by certified mail, return receipt requested; by reputable overnight courier services, with package tracking capability to the other party's address as specified below. Such notice shall be effective when received, as indicated by courier or post office.

Each Party has the responsibility of keeping notice contact information accurate and current.

For Fiscal Agent:

Name of CCD: BACCC % Cabrillo Community College District
Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA, 95003

Attention Name: Rock Pfothenhauer
Title: BACCC Chair
E-mail: rock@baccc.net
Telephone: 831-479-6482

For Grantee:

Name of Lead LEA: Eden Area ROP
Address: 26316 Hesperian Blvd
City, State, Zip: Hayward, CA 94545

For project/program related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

For fiscal related matters:

Attention Name: Linda Granger
Title: Superintendent
E-mail: lgranger@edenrop.org
Telephone: 510-293-2901

Each Party agrees to notify the other, in writing, within 30 days of changes to project contacts.

25. SIGNATURES

By signing below, the Parties agree to the terms and conditions set forth in this Agreement, which terms and conditions, upon such signatures, shall be incorporated into and become a part of the Agreement between Cabrillo Community College District and Eden Area ROP, and are binding upon the Parties without any further action by the Parties.

FISCAL AGENT

Cabrillo Community College District

Alex Strudley

Director, Purchasing, Contracts, Risk Management, & Auxiliary Services

(signature)

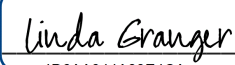
(date)

GRANTEE

Eden Area ROP

Linda Granger

Superintendent

DocuSigned by:

4D6AA944A89E4CA...

(signature)

3/10/2021

(date)

ACTION ITEMS

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Director of Educational Services
SUBJECT: Request the Governing Board to approve the Adoption of the Recommended Textbooks for the 2021-2022 School Year

BACKGROUND

In accordance with Board Policy and Administrative Regulation 6161.1 The Director or designee will administer the selection, ordering and implementation of textbooks throughout the Eden Area Regional Occupational Program (ROP).

Criteria and priorities for the selection of textbooks shall be based on local educational goals and objectives, State-approved instructional programs and criteria derived from any related curriculum frameworks, business/industry advisory committee and/or instructor input.

Adoption of textbooks by the Governing Board will be based upon recommendation made to the Board by the Director or designee.

The Board shall provide 10 days' notice for the public to view the textbooks prior to the Board meeting at which they will be reviewed for Board approval.

CURRENT SITUATION

Listed below are the recommended textbooks for the 2021-2022 school year. The books are available for review by the public upon request.

Program(s): Careers in Law IP/IIP

New Textbook	ISBN #	Published	QTY	Cost	Old Textbook	Published
Criminal Justice Today High School Ed.	978-0-13-732980-9	2021	125	79.99	Criminal Justice Today	2017
Revel for Criminal Justice Today: An Int	978-0-13-577053-5	2021	285	49.97	Criminal Justice Today	2017

RECOMMENDATION

It is recommended that the ROP Governing Board approve the adoption of the recommended textbooks for the 2021-2022 school year.



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 8-20/21: Day of the Teacher

CURRENT SITUATION:

Day of the Teacher is observed on May 12, 2021 by schools in the State of California. Attached Resolution 8-20/21 officially recognizes the contributions of the instructional staff of the Eden Area ROP to the students of our school and the community.

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 8-20/21: Day of the Teacher.

EdenAreaROP RESOLUTION NO. 8-20/21

Day of the Teacher: May 12, 2021

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

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

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

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

WHEREAS, May 12, 2021 has been established as the Day of the Teacher by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby declare their support for the celebration of the Day of the Teacher, May 12, 2021

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 9-20/21: Classified Employees' Week

CURRENT SITUATION

Annually in the state of California, the third full week in May is designated as Classified Employees' Week. This year Classified Employees' Week will be May 16-22. School districts throughout California recognize the contributions made to the education of our students by these valuable employees.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 9-20/21: Classified Employees' Week.

EdenAreaROP RESOLUTION NO. 9-20/21

Classified Employees' Week: May 16-22, 2021

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

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

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

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

WHEREAS, May 16-22, 2021 has been established as Classified School Employees' Week by the State of California;

NOW, THEREFORE, BE IT RESOLVED, that the members of the Eden Area ROP Governing Board do hereby thank and commend the classified staff of the Eden Area ROP for the outstanding and meaningful contributions they make to all Eden Area ROP students and declare the week of May 16-22, 2021 as Classified Employees' Week at the Eden Area ROP.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 10-20/21: Temporary Borrowing Between Funds

BACKGROUND

Per Education Code 42603, it states that "Amounts apportioned to school districts pursuant to this article shall supplement, and not supplant, apportionments received pursuant to any other provision of law." It provides the Governing Board with the authority to borrow between funds temporarily to address cash flow shortages.

CURRENT SITUATION

Education Code 42603 permits the Governing Board authority to delegate duties to an officer of the District. This action item authorizes the Superintendent of Eden Area ROP to borrow between funds temporarily to address cash flow shortages and to permit the payment of obligations and expenditures that the District will incur for Fiscal Year 2021-2022.

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

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 10-20/21: Temporary Borrowing Between Funds.

EdenAreaROP

RESOLUTION NO. 10-20/21

Temporary Borrowing Between Funds

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

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

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

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 11-20/21: Year End Budget Transfers of Funds

BACKGROUND

Per Education Code 42600, it states that "Transfers may be made from the designated fund balance or the unappropriated fund balance to any expenditure classification or between expenditure classifications at any time by written resolution of the board of education of any school district governed by a board of education... A resolution providing for the transfers specified in this section shall be approved by a majority vote of the members of the governing board." Education Code 42601 continues on by stating that "At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, or balance any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year." Furthermore, Education Code 42602 states that "the governing board of any school district may, by a majority vote of its membership, and with the approval of the county superintendent of schools, budget and use any unbudgeted income provided during the fiscal year from any source." Education Code 42610 concludes by saying that "the governing board of the school district shall, by formal action of the board, pass a resolution setting forth the need according to major classification of school district expenditures to be met from any portion of the general reserve derived from assured income in excess of the total amount anticipated in the budget."

CURRENT SITUATION

Education Codes cited above permits the Governing Board authority to delegate duties to an officer of the District. Therefore, this action item authorizes the Superintendent of Eden Area ROP to make budget transfers as may be needed between classifications or between undistributed reserves and the various revenue/expenditure classifications in order to permit the payment of obligations of the District incurred in Fiscal Year 2021-2022.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-20/21: Year End Budget Transfers of Funds.

EdenAreaROP

RESOLUTION NO. 11-20/21

Year End Budget Transfers of Funds

WHEREAS, the Governing Board on June 24, 2020, adopted its budget for the fiscal year 2020-2021; and

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of Eden Area Regional Occupational Program (Eden Area ROP) is hereby authorized and directed to make such budget transfers as may be needed between classifications or between the undistributed reserves and the various revenue/expenditure classifications to permit the payment of obligations of the District incurred in the fiscal year 2020-2021 under the provisions of Education Code Sections 35161, 42600, 42601, 42602, and 42610.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 12-20/21: Authority to Sign Contracts for Fiscal Year 2021-2022

BACKGROUND

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

CURRENT SITUATION

By adopting Resolution 12-20/21, the Governing Board authorizes the named positions to sign contracts on behalf of the Governing Board for Fiscal Year 2021-2022. Driven by Public Contract Code 20118, all contracts signed by the individuals listed in Resolution 12-20/21 are ultimately ratified by the Board either by way of personnel appointments, approval of warrants, or other methods, in relation to purchasing, by limiting the authority to sign to correspond with bidding limitation.

This resolution is for Fiscal Year 2021-2022 and will be brought back to the Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 12-20/21: Authority to Sign Contracts for Fiscal Year 2021-2022.

EdenAreaROP

RESOLUTION NO. 12-20/21

Authority to Sign Contracts for the 2021-2022 Fiscal Year

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the officers to whom such power to enter into contracts is delegated are: Superintendent, Director of Adult Programs, Director of Educational Services, Assistant Director of Educational Services, Fiscal Services Administrator and Human Resources Administrator.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 13-20/21: Delegation of Powers to Agents for Fiscal Year 2021-2022

BACKGROUND

Per Education Code 17604, it states that "Wherever in this code the power to contract is invested in the governing board of the school district ... may by a majority of the board be delegated to its superintendent, or to any persons that he or she may designate, or if there be no district superintendent then to any other officer or employee of the district that the board may designate. The delegation of power may be limited as to time, money or subject matter or may be a blanket authorization in advance of its exercise, all as the governing board may direct. However, no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board..." Education Code 17605 further states that the "governing board by majority vote may adopt a rule, delegating to any officer or employee of the district as the board may designate, the authority to purchase supplies, materials, apparatus, equipment, and services. No rule shall authorize any officer or employee to make any purchases involving an expenditure by the district in excess of the amount specified by Section 20111 of the Public Contract Code."

CURRENT SITUATION

By adopting Resolution 13-20/21, per Education Codes 17604 and 17605, the Governing Board delegates authority to the Superintendent and/or designee(s) and to proceed with all the necessary steps as to calling for bids and awarding those bids prior to the Governing Board approval, with those actions being brought back to the Governing Board for ratification at the appropriate meeting. Such power to contract will conform in all instances with the legal requirement of Public Contract Code 20111, 20112, 20114 and 20118.4.

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

This resolution is for Fiscal Year 2021-2022 and will be brought back to the Governing Board each fiscal year for review.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 13-20/21: Delegation of Powers to Agents for Fiscal Year 2021-2022.

EdenAreaROP

RESOLUTION NO. 13-20/21

Delegation of Powers to Agents for the 2021-2022 Fiscal Year

WHEREAS, the Governing Board desires to streamline the procurement of goods, and services for the Eden Area Regional Occupational Program (Eden Area ROP); and

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

WHEREAS, Education Codes 17604 and 17605 allows the Governing Board of a school district may delegate the authority to enter into contracts, purchase of supplies, materials, apparatus, equipment and services with a blanket authorization.

NOW, THEREFORE, BE IT RESOLVED that the Eden Area ROP Governing Board hereby delegates the authority contained in Education Codes 17604 and 17605 to the Superintendent and/or designee(s); and

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that all contracts and purchases will conform in all instances with the legal requirements of Public Code 20111, 20112, 20114 and 20118.4, equipment and services for 2021-2022 fiscal year.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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

DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of
Resolution 14-20/21: Condemning the Recent Surge in Hate Crimes
Targeting Asians and Pacific Islanders

CURRENT SITUATION:

As an organization responsible for educating the future generation, our goal is to ensure that we continue to remove every barrier to security and prosperity for all. This means that every student is deserving of the best opportunities to be happy, healthy and successful.

In light of the surge in hate crimes against people of Asian Descent and Pacific Islanders, this resolution affirms our support for our Asian and Pacific Islander students.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 14-20/21: Condemning the Recent Surge in Hate Crimes Targeting Asians and Pacific Islanders.

EdenAreaROP

RESOLUTION NO. 14-20/21

Condemning the Recent Surge in Hate Crimes Targeting Asians and Pacific Islanders

WHEREAS, twenty-three million Asian Americans and Pacific Islanders (AAPI) account for seven percent of the Nation's population in the United States; and over two million Asian Americans and Pacific Islanders are working on the frontlines of this COVID-19 pandemic in health care, law enforcement, first responders, education, transportation, supermarkets, and other essential service industries; and

WHEREAS, in Alameda County, one of the first minority-majority counties in the nation, Asians have been the largest racial group since 2014, and currently make up 32 percent of the county's population and

WHEREAS, the recent rise of violence against Asians and Pacific Islanders is part of a larger history of violence against communities of color, we must work together to create community-centered solutions that stop the violence in all communities; and

WHEREAS, the Eden Area Regional Occupational Program (Eden Area ROP) recognizes that past statements at the federal level have played a role in furthering anti-Asian sentiments, including references to the COVID-19 pandemic by the geographic location of its origin; and

WHEREAS, such inflammatory rhetoric is inaccurate and stigmatizing and has put AAPI persons, families, communities, and businesses at risk; and

WHEREAS, these remarks tend to incite fear and xenophobia, and have exacerbated racism against individuals of Asian ancestry by putting them at risk of retaliation; challenges to accessing resources and services; appearing in public; and expressing their identity; and

WHEREAS, Stop AAPI Hate—a hate-incident-reporting website launched by the Asian Pacific Policy and Planning Council and Chinese for Affirmative Action—has received over 3,000 reported incidents of racism and discrimination targeting Asian Americans across the U.S., with over 700+ occurring in the Bay Area, including incidents of verbal harassment, shunning, acts of vandalism, and physical violent assault including death and

WHEREAS, despite a new Presidential Administration in office since January 2021, Asian Americans have continued to experience more horrific and senseless attacks particularly against elderly AAPI individuals that have resulted in hospitalizations and death and

WHEREAS, incidents of hate crimes and acts of violence against the AAPI Community continue to increase at an alarming rate and

WHEREAS, Racism, discrimination, bigotry, violence, hate and oppression have no place at the Eden Area ROP or in our community and will not be tolerated and

WHEREAS, The Governing Board of the Eden Area ROP vehemently denounces the violence against Asian American and Pacific Islanders and wishes to affirm its commitment to the well-being and safety of Asian American and Pacific Islander students and community members and ensure they know they are not alone and that they can speak out to help stop the spread of bigotry and

NOW THEREFORE BE IT RESOLVED the Eden Area ROP Governing Board reaffirms that the Eden Area ROP is a community that values diversity, equity and inclusion; and further

BE IT RESOLVED that the Eden Area ROP Governing Board stands with the Asian American and Pacific Islander (AAPI) community and calls on all citizens and leaders to join us in condemning racist attacks against Asian Americans, in all forms; commit to helping end racism through educating our communities on the rich history and culture of Asian Americans; renew our commitment to speak out against such attacks; defend and protect those targeted; and seek out and punish those who commit hate crimes against AAPI members of our community.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 6th day of May 2021, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

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



DATE: May 6, 2021
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with ALC Schools for Student Transportation Services for the 2020-2021 and 2021-2022 School Year

BACKGROUND

Per Public Contract Code 20111, it states that "The governing board of any school district, in accordance with any requirement established by that governing board pursuant to subdivision (a) of Section 2000, shall let contracts involving an expenditure of more than ... 'ninety-six thousand seven hundred (\$96,700)' (as per California Department of Education Official Letter – Annual Adjustment to Bid Threshold for Contracts Awarded by School Districts dated December 18, 2020) for any of the following" ... "The Purchase of equipment, materials, or supplies to be furnished, sold or lease to the district (and) Services, except construction services." Furthermore, Public Contract Code 20112 states that "For the purpose of securing bids the governing board of a school district shall publish ... a notice calling for bids, stating the work to be done or materials or supplies to be furnished ..." Lastly, Education Code 39802 states that "In order to procure the service at the lowest possible figure consistent with proper and satisfactory service, the governing board shall, whenever an expenditure of more than ten thousand dollars (\$10,000) is involved, secure bids pursuant to Section 20111 and 20112 of the Public Contract Code whenever it is contemplated that a contract may be made with a person or corporation ... The governing board may let the contract for service to other than the lower bidder."

Therefore, the Eden Area ROP elects to piggyback on a service contract between ALC Schools and OMNIA Partners (Contract Number R190401) because it is in the best interest of the district. Supported by Public Contract Code 20118, it states that "the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the matter in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor."

CURRENT SITUATION

The Eden Area ROP is preparing for reopening for the remaining 6 weeks of the 2020-2021 school year, as well as summer 2021 and 2021-2022 school year. Since member districts are unable to meet the needs for center programs in regards to student transportation, we have contracted with ALC Schools to provide this service.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with ALC Schools, LLC for student transportation services for the 2020-2021 and 2021-2022 school years.

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of April 1, 2021 between ALC Schools, LLC. ("Contractor") and Eden Area Regional Occupation Programs (EAROP) (the "ROP"), with the following facts:

- A. Certain student(s) of the ROP require transportation to and from school and/or other transportation services as requested by the ROP.
- B. Contractor will coordinate such transportation services. The ROP will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

ROP may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and the ROP agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the ROP will purchase services from the Contractor through the Contractor's agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on April 12, 2021 and end on April 11, 2022. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice.

3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the ROP for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after the ROP's receipt of Contractor's invoice for the provision of the Services for the relevant week. Any payment not received by Contractor within sixty (60) day period shall accrue interest at the

lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Adjustment of Rates

The rates established in this Agreement shall be subject to adjustment once each year. Rate change notification shall be provided in writing to the ROP.

5. Force Majeure

In the event of circumstances beyond the control of Contractor or the ROP including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the ROP, Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. ROP will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the ROP to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the ROP's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%.

6. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the ROP. The ROP requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

7. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the ROP, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the ROP that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

8. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to ROP, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The ROP shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The ROP

shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

9. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

10. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to ROP, Contractor will maintain a copy of said verifications.

11. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

12. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in Section 7 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

13. Indemnity of the ROP

Contractor hereby agrees to indemnify and hold the ROP, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the ROP and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off ROP property.

14. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the ROP. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the ROP to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the ROP, its Board Members, Officers, employees and agents free and harmless therefrom.

15. Non-Solicitation

ROP agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, the ROP will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement.

16. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To the ROP:	<u>Eden Area ROP</u>
	<u>26316 Hesperian Blvd.</u>
	<u>Hayward, CA 94545</u>
Phone:	<u>510/293-2906</u>
Email:	<u>aoum@edenrop.org</u>

To Contractor:	Megan Carey, Chief Development Officer
	ALC Schools, LLC.
	1211 Puerta Del Sol, Suite 200
	San Clemente, CA 92673
	Phone: 877-225-7750; Fax: 888-252-4342
	Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

17. Entire Agreement

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

18. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

19. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

20. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

21. Further Acts


Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

[Remainder of page intentionally left blank.]

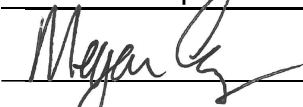
22. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

Eden Area Regional Occupation Programs (ROP)

By: Anthony Oum
Title: Fiscal Services Administrator
Signed: 
Date: 04/01/2021

ALC Schools, LLC.

By: Megan Carey
Title: Chief Development Officer
Signed: 
Date: 4/1/2021

ATTACHMENT 1 - Fees for Service

The Contractor will charge the ROP a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- School to Home:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a ROP is charged for is arrived at by adding together each one-way trip. The ROP will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the ROP to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the ROP to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the ROP requests that the Contractor provide a student Monitor for the trip. School ROPs usually provide the student's Monitor. When the ROP provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the ROP) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the ROP be required to pay for mileage to a pick up or destination other than those authorized by the ROP.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the ROP. Routes will not be optimized more than once in a month.

If the ROP adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The ROP agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the ROP/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the ROP/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible ROP Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the ROP):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the ROP will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the ROP to cancel the trip.
 - i. The ROP may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the ROP will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the ROP. This email is sent by 11 AM and alerts the ROP of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the ROP time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The ROP is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires ROP notification/approval

- The ROP sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires ROP notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the ROP will be charged the normal trip rate.

ATTACHMENT 3 – Multi-Client Billing: An Explanation

Should the ROP choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone Trips:

Each of the ROP students are routed as stand-alone trips, ROP specific pricing is applied.

a. Example:

- i. Client A has two students who routed together cost the Client \$65 (Trip 1)
- ii. Client B has a single student whose trip would cost the Client \$80 (Trip 2)

2. Multi-Client Trips

All of the students from the participating Clients, as identified above, are combined into the most cost effective trips, yielding new “Multi-Client trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-Client Trips

The total cost of the multi-client trips is then allocated to each Client based upon the percentage of the Clients stand-alone trip costs (found in step 1) as compared to the multi-client trip costs (found in step 2).

Example (cont.):

o **Blended Cost of Multi-Client Trip = \$95**

- Stand Alone Cost of Trip for Client A = \$65
- Stand Alone Cost of Trip for Client B = \$80
- i. Client A’s Percent Responsibility = $\text{Trip A} / (\text{Trip A} + \text{Trip B})$
 1. $\$65 / (\$65 + \$80)$
 - a. $\$65 / \$145 = 44.83\%$
 2. $44.83\% \times \$95 = \42.59
 3. **Client A’s Prorated Cost = \$42.59**
 - a. Client A’s Savings = \$22.41
- ii. Client B’s Percent Responsibility = $\text{Trip B} / (\text{Trip A} + \text{Trip B})$
 1. $\$80 / (\$65 + \$80)$
 - a. $\$80 / \$145 = 55.17\%$
 2. $55.17\% \times \$95 = \52.41
 3. **Client B’s Cost = \$52.41**
 - a. Client B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-Client Trips, No Shows and Cancellations are applied to each Client invoice as if the student had boarded the vehicle on schedule even if Client notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the ROP. Routes will not be optimized more than once in a month. If the ROP adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 4 – The ROP requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the ROP, prior to beginning services transporting students for the ROP:

Subcontracted drivers shall have a criminal history record check that is free of convicted offense(s) of a felony.

Subcontracted drivers shall utilize identification badges during trip service.

ATTACHMENT 5 – The ROP requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the ROP, prior to beginning services transporting students for the ROP:

Subcontracted drivers shall complete a Passenger Service and Safety (PASS) basic training program. Subject areas include:

- Customer Service, Communication and Stress Management
- Americans with Disabilities Act
- Service Animals
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
- Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
- Wheelchairs
- Emergency and Evacuation Procedures
- Driver/Passenger Sexual Improprieties

ATTACHMENT 6 – The ROP requires the following from all Vehicle(s) providing service through the Contractor.

As required by the ROP, prior to beginning services transporting students for the ROP:

Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.

Vehicles operated by subcontracted drivers will be clean at all times during service.

Vehicles operated by subcontracted drivers shall be marked with a window placard.

Eden Area ROP Contacts

To whom should contract notices be sent?

Name & Title: Anthony Oum – Fiscal Services Administrator

Address: 26316 Hesperian Blvd.

City: Hayward State: CA Zip: 94545

Email: aoum@edenrop.org Fax: 510/293-2906

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Anthony Oum – Fiscal Services Administrator

Email: aoum@edenrop.org

Phone: 510/293-2906 Fax: 510/293-8224

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Elaine Alvite – Assistant Director of Educational Services

Email: ealvite@edenrop.org

Phone: 510/293-2903 Fax: 510/293-8224

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Elaine Alvite – Assistant Director of Educational Services

Email: ealvite@edenrop.org

Phone: 510/293-2903 Emergency Phone: 510/293-2903

Who should we email the No-Show Report to each morning?

Name & Title: Elaine Alvite – Assistant Director of Educational Services

Email: ealvite@edenrop.org

COMMUNICATION



Alameda County Office of Education

L. K. Monroe Superintendent of Schools

April 16, 2021

Mr. Juan Campos, President
Governing Board
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

RE: 2020-21 Second Interim Budget Report

Dear President Campos,

The Eden Area ROP (EAROP or ROP) filed a POSITIVE certification of the District's 2020-21 Second Interim Budget Report with the Alameda County Office of Education (ACOE). In accordance with Education Code (EC) Section 42131, ACOE reviewed the Second Interim Budget Report, based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to EC Section 33127.

Based on ACOE's review and analysis, the Second Interim Budget Report approved by EAROP's Governing Board (Board) on March 4, 2021, accurately reflects the financial status of the ROP. ACOE, therefore, concurs with the District's POSITIVE certification with our comments outlined below.

Deficit Spending

The Multiyear Projection (MYP) included in the Second Interim Budget Report projects deficit spending in the General Fund of \$174,215 in 2020-21; an increase of \$98,298 since the First Interim reporting period. However, ACOE would like to commend the ROP for implementing budget-balancing solutions consisting of significant reductions to Books and Supplies and Services and Other Operating Expenditures during 2021-22 and 2022-23 that resulted in a surplus.

ROP Revenue & Cash Reserves

Due to the changing economic climate and the cash strains on member districts, we suggest the ROP continue to remain conservative as it focuses on an effective multiyear strategy. EAROP will need to stay informed of its participating districts' ability to disperse ROP funds. ACOE advises the ROP to continue to maintain strong communication with the member districts to assess any possible reduction or delays in the ROP's revenue stream.

Other Issues

Eden Area ROP formally requested an extension of their 2019-20 Audit Report to April 29, 2021, due to the delayed completion of their OPEB (Other Post-Employment Benefits) Actuarial Study completed by the California School Boards Association (CSBA). The ROP's Auditor, Eide Bailly, LLP, needed the aforementioned report completed in order to conclude the Audit. The Audit report was initially due to ACOE and the State Controller's Office (SCO) on March 31, 2021. ACOE understands the ROP has extenuating circumstances that will delay the 2019-20 Audit beyond the approved extension date of April 29, 2021. ACOE is currently awaiting a revised audit extension request.

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

Sincerely,



L.K. Monroe
Alameda County Superintendent of Schools

cc: Governing Board, Eden Area ROP
Linda Granger, Superintendent, Eden Area ROP
Anthony Oum, Fiscal Services Administrator, Eden Area ROP
Dr. Candi Clark, Associate Superintendent of Business Services, ACOE
Shirene Moreira, Interim Chief of District Business & Advisory Services, ACOE
Terah Studges-Owens, Director I, District Advisory Services, ACOE